



## LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

## **\*\* A G E N D A \*\***

**REGULAR MEETING – Lodi City Council**

**SPECIAL MEETING – Redevelopment Agency**

**Date: November 21, 2007**

**Time: Closed Session 5:15 p.m.  
Regular Meeting 7:00 p.m.**

For information regarding this agenda please contact:  
**Randi Johl, City Clerk, (209) 333-6702**

**NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

- a) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Margaret Stewart against City of Lodi Based on Personal Injury
- b) Actual Litigation: Government Code §54956.9(a); One Case; County of San Joaquin v. City of Stockton et al., San Joaquin County Superior Court, Case No. CV029651
- c) Actual Litigation: Government Code §54956.9; Three Applications; Steve Raddigan v. City of Lodi; WCAB Case Numbers STK 206493 – Date Filed 12/23/02; STK 209237 – Date Filed 12/23/02; STK 209475 – Date Filed 12/23/02
- d) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi Police Officers Association Pursuant to Government Code §54957.6
- e) Review of Council Appointee – City Clerk (Government Code §54957)

**C-3 Adjourn to Closed Session**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

**C-4 Return to Open Session / Disclosure of Action**

**A. Call to Order / Roll Call**

**B. Invocation – Reverend David S. Hill, Grace Presbyterian Church**

**C. Pledge of Allegiance**

**D. Presentations**

D-1 Awards – None

D-2 Proclamations – None

D-3 Presentations

- a) Presentation by Lodi Adopt-A-Child Regarding its Annual Christmas Program
- b) Presentation by Hospice of San Joaquin Regarding 2007 Tree of Lights

**E. Consent Calendar (Reading; Comments by the Public; Council Action)**

E-1 Receive Register of Claims in the Amount of \$2,668,938.24 (FIN)

E-2 Approve Minutes (CLK)

- a) November 6, 2007 (Shirtsleeve Session)
- b) November 7, 2007 (Regular Meeting)
- c) November 13, 2007 (Shirtsleeve Session)

- E-3 Approve Request for Proposals and Authorize Advertisement for Design Services for the Harney Lane Widening Project, Stockton Street to Western City Limits (PW)
- Res. E-4 Adopt Resolution Approving Purchase of Heavy-Duty Equipment Lift from Municipal Maintenance Equipment, Inc., of Sacramento (\$83,175), and Appropriating Additional Funds (\$3,170) (PW)
- Res. E-5 Adopt Resolution Authorizing the City Manager to Purchase Solid-State Meters from Itron, Inc., of Spokane, WA (\$93,000) (EUD)
- Res. E-6 Adopt Resolution Awarding the Contract for City of Lodi Public Library Lighting Retrofit to Quantum Energy Solutions, of Rancho Murieta (\$36,967) (PW)
- Res. E-7 Adopt Resolution Awarding the Contract for City-Funded Maintenance of Landscape Areas for 2008 to Odyssey Landscaping Company, Inc., of Stockton (\$148,560) (PW)
- E-8 Accept Improvements under Contract for the Elm Street Overlay 2007 Project (PW)
- E-9 Accept Improvements under Contract for the Asphalt Rubber Cape Seal, Various Streets, 2007 Project (PW)
- Res. E-10 Adopt Resolution Approving Improvement Agreement for Public Improvements for 3021 South Cherokee Lane (Blue Shield) (PW)
- Res. E-11 Adopt Resolution Approving Improvement Agreement for Public Improvements at 955 North Guild Avenue (PW)
- Res. E-12 Adopt Resolution Approving Improvement Agreement for Public Improvements for 2126 Tienda Drive (PW)
- Res. E-13 Adopt Resolution Approving Time Extension for Pixley Park Agreements with G-REM, Inc. (PW)
- Res. E-14 Adopt Resolution Amending Statement of Benefits for Fire Mid-Management Employees to Adjust Wages by 3.5%, Effective July 1, 2007 (CM)
- Res. E-15 Adopt Resolution Establishing the Base Year Assessment for the Lodi Community Improvement Project and Authorizing the Transmittal of a Map and Boundary Description as Required by Law and Pay Required Filing Fees to the State Board of Equalization (CM)  
**NOTE: Joint action of the Lodi City Council and Redevelopment Agency**
- Res. E-16 Adopt Resolutions Authorizing the City Manager to Execute an Amended and Restated Cooperative  
 Res. (RDA) Agreement with the Redevelopment Agency of the City of Lodi; Authorizing the Executive Director to Execute an Amended and Restated Cooperative Agreement with the City of Lodi; and Joint Direction to Staff to Exclude the Power of Eminent Domain from the Redevelopment Plan (CA)  
**NOTE: Joint action of the Lodi City Council and Redevelopment Agency**
- E-17 Receive Information Regarding New Meeting Time and Day for the Lodi Library Board of Trustees (LIB)
- E-18 Approve Response to San Joaquin County Grand Jury Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services (CA)
- Res. E-19 Adopt Resolutions Approving the Existing Building Code Fees, Schedule 1A, along with the Existing Fees for Building, Mechanical, Plumbing, and Electrical Permits (CD)
- E-20 Set Public Hearing for December 19, 2007, to Adopt Resolution Approving Paratransit Service Policy and Procedures and Implementing Proposed Changes to Existing Dial-A-Ride Services (PW)

**F. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.



**G. Comments by the City Council Members on Non-Agenda Items**

**H. Comments by the City Manager on Non-Agenda Items**

**I. Public Hearings**

- Res. I-1 Public Hearing to Consider the Adoption of a Resolution Establishing a Fee Schedule for the Permit to Operate for Mobile Food Vendors (CD)
- Res. I-2 Public Hearing to Consider Adoption of a Resolution Amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008 (CD)

**J. Communications**

- J-1 Claims Filed Against the City of Lodi – None
- J-2 Appointments
- a) Appointments to the Lodi Planning Commission and Library Board of Trustees (CLK)
- J-3 Miscellaneous
- a) Monthly Protocol Account Report (CLK)

**K. Regular Calendar**

- Res. K-1 Adopt Resolution Authorizing the City Manager and Electric Utility Director to Procure up to \$10 Million Per Year of Energy and Capacity for Fiscal Year 2009 through 2011 (EUD)
- Res. K-2 Adopt Resolution Accepting the Municipal Services Review for the City of Lodi (CD)
- K-3 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$104,651.49) (CA)
- K-4 Consideration of Adjustment to City Clerk Employment Agreement

**L. Ordinances**

- Ord. L-1 Ordinance No. 1804 Entitled, "An Ordinance of the Lodi City Council Adopting the '2007 (Adopt) California Building Code,' Volumes 1 and 2; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.04 in its Entirety" (CLK)
- Ord. L-2 Ordinance No. 1805 Entitled, "An Ordinance of the Lodi City Council Adopting the '2007 (Adopt) California Mechanical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.08 in its Entirety" (CLK)
- Ord. L-3 Ordinance No. 1806 Entitled, "An Ordinance of the Lodi City Council Adopting the '2007 (Adopt) California Electrical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.16 in its Entirety" (CLK)
- Ord. L-4 Ordinance No. 1807 Entitled, "An Ordinance of the Lodi City Council Adopting the '2007 (Adopt) California Plumbing Code'; Thereby, Repealing and Reenacting Lodi Municipal Code Chapter 15.12 in its Entirety" (CLK)
- Ord. L-5 Ordinance No. 1808 Entitled, "An Ordinance Repealing and Reenacting Chapter 15.20 of Title (Adopt) 15 of the City of Lodi Municipal Code Regulating and Governing Fire Prevention and Adopting by Reference a Certain Code Known as the "California Fire Code, Title 24, California Code of Regulations, Part 9," Incorporating the 2006 Edition of the International Fire Code and the 2006 Edition of the International Fire Code Standards, as Adopted and Compiled by the International Code Council" (CLK)

**M. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Randi Johl, City Clerk

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## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation by Lodi Adopt-A-Child Regarding its Annual Christmas Program

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required.

**BACKGROUND INFORMATION:** Dennis Lewis, President of Lodi Adopt-A-Child, will be at the meeting to give a presentation regarding the Lodi Adopt-A-Child annual Christmas program.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

RJ/JMP

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation by Hospice of San Joaquin Regarding 2007 Tree of Lights  
**MEETING DATE:** November 21, 2007  
**PREPARED BY:** City Manager

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**RECOMMENDED ACTION:** None required.

**BACKGROUND INFORMATION:** Carey Vanderkar, Events Planner and Public Relations Developer for Hospice of San Joaquin, will make a presentation regarding the 2007 Hospice Tree Lighting in the City of Lodi.

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Blair King  
City Manager

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APPROVED: \_\_\_\_\_  
Blair King, City Manager



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## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Receive Register of Claims Dated October 25, and November 1, 2007 in the Total Amount of \$2,668,938.24

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$2,668,938.24.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$2,668,938.24 dated 10/25/07, and 11/1/07. Also attached is Payroll in the amount of \$1,209,992.38.

**FISCAL IMPACT:** n/a

**FUNDING AVAILABLE:** As per attached report.

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Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 11/05/07  
Amount

As of Thursday	Fund	Name	Amount
10/25/07	00100	General Fund	497,839.97
	00130	Redevelopment Agency	9,000.00
	00160	Electric Utility Fund	16,961.03
	00161	Utility Outlay Reserve Fund	17,190.00
	00164	Public Benefits Fund	1,520.28
	00170	Waste Water Utility Fund	4,427.87
	00171	Waste Wtr Util-Capital Outlay	375.29-
	00172	Waste Water Capital Reserve	67.15
	00180	Water Utility Fund	4,580.27
	00181	Water Utility-Capital Outlay	310.32
	00210	Library Fund	5,918.94
	00234	Local Law Enforce Block Grant	179.50
	00235	LPD-Public Safety Prog AB 1913	63.09
	00260	Internal Service/Equip Maint	11,898.94
	00270	Employee Benefits	23,201.72
	00300	General Liabilities	803.60
	00310	Worker's Comp Insurance	33,501.25
	00321	Gas Tax	3,754.97
	00329	TDA - Streets	4,992.71
	00340	Comm Dev Special Rev Fund	730.21
	00502	L&L Dist Z1-Almond Estates	500.00
	01218	IMF General Facilities-Adm	6,821.14
	01250	Dial-a-Ride/Transportation	3,544.12
	01410	Expendable Trust	36,808.68
Sum			684,240.47
	00184	Water PCE-TCE-Settlements	52,821.58
Sum			52,821.58
Total for Week			
Sum			737,062.05

		Accounts Payable	Page	-	1
		Council Report	Date	-	11/05/07
As of	Fund	Name	Amount		
Thursday					
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11/01/07	00100	General Fund	860,402.72		
	00130	Redevelopment Agency	14,214.20		
	00160	Electric Utility Fund	5,908.19		
	00164	Public Benefits Fund	1,831.10		
	00170	Waste Water Utility Fund	18,352.32		
	00171	Waste Wtr Util-Capital Outlay	260.24		
	00172	Waste Water Capital Reserve	838,256.88		
	00180	Water Utility Fund	2,317.87		
	00181	Water Utility-Capital Outlay	1,066.72		
	00182	IMF Water Facilities	1,424.10		
	00210	Library Fund	5,841.99		
	00260	Internal Service/Equip Maint	15,065.05		
	00270	Employee Benefits	6,556.73		
	00321	Gas Tax	11,032.86		
	00325	Measure K Funds	38.70		
	00340	Comm Dev Special Rev Fund	467.22		
	00501	Lcr Assessment 95-1	1,425.11		
	01217	IMF Parks & Rec Facilities	180.27		
	01250	Dial-a-Ride/Transportation	140,149.81		
	01410	Expendable Trust	7,084.11		
			-----		
Sum			1,931,876.19		
			-----		
Total for Week					
Sum			1,931,876.19		

## Council Report for Payroll

Page - 1

Date - 11/05/07

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	10/21/07	00100	General Fund	786,056.89
		00160	Electric Utility Fund	143,874.32
		00164	Public Benefits Fund	5,208.75
		00170	Waste Water Utility Fund	81,409.81
		00180	Water Utility Fund	2,403.06
		00210	Library Fund	35,381.25
		00235	LPD-Public Safety Prog AB 1913	4,273.82
		00260	Internal Service/Equip Maint	19,206.44
		00321	Gas Tax	56,528.23
		00340	Comm Dev Special Rev Fund	32,614.64
		01250	Dial-a-Ride/Transportation	3,114.56
Pay Period Total:				
Sum				1,170,071.77
Retiree	11/30/07	00100	General Fund	39,920.61
Pay Period Total:				
Sum				39,920.61



## **CITY OF LODI COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Approve Minutes  
a) November 6, 2007 (Shirtsleeve Session)  
b) November 7, 2007 (Regular Meeting)  
c) November 13, 2007 (Shirtsleeve Session)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) November 6, 2007 (Shirtsleeve Session)  
b) November 7, 2007 (Regular Meeting)  
c) November 13, 2007 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes, marked Exhibits A through C.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/JMP

Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, NOVEMBER 6, 2007**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, November 6, 2007, commencing at 7:00 a.m.

**A. ROLL CALL**

Present: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson  
Absent: Council Members – Hitchcock  
Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

**B. TOPIC(S)**

**B-1 "Presentation of the Redevelopment Project Feasibility Study and Proposed Survey Area"**

City Manager King introduced the subject matter of the redevelopment project Feasibility Study and proposed survey area and introduced consultants Don Fraser and Ernie Glover. With the aid of a PowerPoint presentation (filed), Mr. King explained that, although it is not required, the City prepared a Feasibility Study for a potential redevelopment project and stated that no official Council action has been taken to date. The first formal step is the designation of a survey area, and the Feasibility Study helps to provide guidance in that selection process. Following Council action on the survey area, the Planning Commission will be asked to select a project area, which could consist of all or part of the survey area; however, it could not be any larger.

In determining the survey area, staff considered the 2002 project area, which consisted of 1,184 acres primarily in the downtown area and eastside and had a projected tax increment of \$187.9 million in future dollars (or \$41.1 million at present value). There has been debate on the size of the project area and whether or not residential should be included; therefore, staff prepared two options. Option A consists of 1,583 acres, which follows the commercial corridors (i.e. Cherokee Lane, Kettleman Lane, Lockeford Street, and Stockton Street) with residential filling in the remainder. The tax increment projection for Option A is \$331.9 million in future dollars (or \$130.9 million at present value). Option B incorporates the commercial corridors only at 732 acres and a projection of \$210.1 million in future dollars (or \$83.2 million at present value). At the request of staff, the Lodi Budget/Finance Committee reviewed this matter and recommended the City move forward with consideration of the project area and further recommended that additional areas be included; therefore, Option A1 was created, which added areas to the southwest along Ham Lane and to the northwest along the railroad tracks and included neighborhoods above the Grape Festival grounds.

Mr. King explained the process of determining the tax increment projections, which included opportunity sites based on the current General Plan, commercial square footage of approximately 666,000, industrial square footage of 924,800, and background growth rate of 5%. The tax increment would be reduced by the property tax administrative fee and the pass-through amount as required by Assembly Bill (AB) 1290. Mr. King demonstrated how the tax increment is divided among the taxing agencies. Assuming Council established 2007-08 as the base year, increment growth would occur in 2008-09 and 45 years would be the maximum length of time. A redevelopment agency collects 80%, with a housing set aside of 20% taken off the top prior to the increment occurring.

Don Fraser with Fraser and Associates explained that redevelopment provides a tool to foster economic development within a community by encouraging additional private sector investment into a project area. Larger areas are typically easier to finance in terms of

issuing bonds due to the improved credit rating. In addition, a larger area with a mix of uses (i.e. commercial, industrial, residential, etc.) is typically the more prudent option. Commercial and industrial investments come from the private sector; whereas, residential investment is more likely to come from area agencies that provide assistance with housing and infrastructure rehabilitation.

Mr. King provided details and an example of the methodology of the tax increment. He explained that the Council needs to consider bonded indebtedness, in which case the City would be asked to set a limit.

Council Member Hansen questioned if the limit could be changed once it is set, to which Mr. King responded that, if the redevelopment plan changes, the City would need to repeat all of the steps. The law requires obligation, which is a statement of indebtedness, in order to collect. There will be no difference on property tax bills; however, the County Auditor will hold the money for the Lodi Redevelopment Agency in accordance with the pass-through formula. The City will be required to submit a statement of indebtedness, which would include administrative costs, contract obligations, and bonded indebtedness on borrowed money that the City is to repay. That figure should match the amount of the increment, after which the City would collect the money.

In response to Mayor Johnson, Mr. Fraser stated that, to the best of its ability, the City should set the limit to cover its needs throughout the term of the plan; however, it may be necessary to revisit the analysis after 10 to 15 years. Mr. Fraser provided examples of types of debt of a redevelopment agency.

Mayor Pro Tempore Mounce questioned what would happen if the agency acquired more debt than the tax increment pays. Mr. Fraser responded that projections used to create the initial plan would be revised during the first year of increment and would be based on actual County reports of assessed value. This would help to better determine the amount of increment the agency would have and how much debt to incur in the first year. If the agency wanted a larger pot, it could borrow from the City, assuming it could repay the loan. Bonds in the bond market could leverage dollar for dollar; however, there should be a cushion of 25% more revenue than the debt amount.

Mr. King stated that bonded indebtedness is issued by a redevelopment agency based upon projections of tax increment. Prior to AB1290, there was no limit on the amount of increment that could be raised and the objective was to create as much debt as possible, which is no longer the case.

In response to Mayor Johnson, Mr. Fraser confirmed that the redevelopment agency has its own rating; the City has no obligation in the redevelopment bonds.

Council Member Hansen questioned if the State could take money away from a redevelopment agency, to which Mr. King responded that it could if there was no contract in place that obligated the funds toward a specific project. As a policy choice, Mr. King recommended that the Lodi Redevelopment Agency reimburse money for projects, rather than provide loans. As an example, a developer building an affordable housing project could be reimbursed costs (e.g. impact fees) from the agency following the completion of the project.

City Attorney Schwabauer confirmed that there is a provision in the Constitution that prohibits the passage of a law preventing one from meeting its contract obligations.

Discussion ensued between Council Member Hansen, Mr. King, and Mr. Fraser regarding the boundaries of the plan, the current General Plan versus the future update, land use decisions, and zoning of properties within the plan.

Council Member Hansen suggested that the area encompassing the old Sunset Theater and Alexander's Bakery be included in the survey area as they are blighted properties that could receive some benefit from the project. City Manager King stated that Council has the ability to change the boundaries and pointed out that the land does not have to be contiguous.

Mayor Johnson questioned why the large block of parcels on the east side was not included in the area, to which Mr. King stated that some of the properties may not meet the requirements. He added that the County is supportive of the City moving forward with a redevelopment agency and he did not want to receive resistance from the County by having to justify portions of the project area. He agreed that some of the industrial areas to the south could be added. Mayor Johnson felt that the risk of having to justify with the County was worth adding the subject portion. It was pointed out that adjustments to the project area could result in minor additional mapping costs.

Mayor Pro Tempore Mounce suggested the area near Turner Road and Stockton Street be included, to which Mr. King pointed out that Council Member Katzakian would be conflicted out.

Mr. Fraser further explained the pass-through formula that was imbedded into AB1290. During the term of the tax increment, 20% will be paid initially to taxing entities (e.g. county, school district, etc.), and over the years, it will gradually increase, reaching an average of 30% to 35%. The school district has the ability to keep a portion of its pass-through amount for its facilities in the project area within the school district boundaries and, therefore, has a tendency to be supportive of redevelopment agencies.

Discussion ensued between Mayor Johnson, Council Member Hansen, Mr. King, and Mr. Fraser regarding the current real estate market and its affect on the agency. Mr. Fraser acknowledged that timing would have been better five years ago and added that the outlook could depend upon whether or not the County Assessor has already lowered values.

Mr. King reported that the purpose of the Feasibility Study is to see if the threshold requirements can be met. The area must be predominantly urbanized, and there must be one criterion each of physical and economic blight. Based on previous Council comments, the schedule has been adjusted in order to set the effective year as 2007-08, which would require that Council take final action no later than June 2008. Mr. King provided the schedule of activities and stated the next steps include Planning Commission approval of the project area on November 14 and City Council establishment of 2007-08 as the base year on December 19.

Ernie Glover with GRC Consultants reported that the process can take 12 months, due in part to the required review of the blight documentation, and he believed there was adequate opportunity for public participation in following the proposed schedule. The blight analysis involves a parcel-by-parcel review of existing conditions in the area, which takes into consideration dilapidated buildings, social issues (e.g. crime, adult uses, etc.), and depreciating property values.

In response to Mayor Pro Tempore Mounce, Mr. King assured that the Feasibility Study would be corrected to reflect that Intimates on Cherokee Lane is not a topless bar.

In response to Council Member Hansen, Mr. Glover stated that those who could potentially challenge the designation of a blighted property include the state, county, taxing entities, city, or private citizen.

Mayor Pro Tempore Mounce asked for clarification on the difference between a public and private project as it relates to eminent domain. Mr. King stressed that the use of eminent domain by the Lodi Redevelopment Agency was removed completely from the plan regardless of whether it is a public or private project; however, the City could exercise its power of eminent domain and sell properties to the agency.

Mr. Schwabauer added that, if the City used eminent domain under its current ordinance, it could not turn over property to a private entity/developer and added that a majority of the Council would have to approve such an action.

Mr. Glover explained that, because the agency is directly and financially involved with the project, it must offer forms of assistance to owners and tenants in the project area.

**PUBLIC COMMENTS:**

- Myrna Wetzel questioned if a redevelopment agency could provide assistance to those in the project area who are on a fixed income, particularly for the cost to install required water meters.

Mr. King responded that replacement of water meters would be eligible under the plan and the Council would have options on how to implement such a program. The agency could utilize the housing money that is set aside for low- to moderate-income property owners on a citywide basis, or it could budget money for water meters and rehabilitation of water services for all parcels within the project area.

Mr. Glover stated the advantage of including residential in the project area is that the tax increment can be used to improve streets and public rights of way and to upgrade neighborhoods.

Mr. King stated that one of the first programs he would recommend to the Council is a "paint up/fix up" program, which would provide available funds to those in the project area, on a reimbursement basis, for use in rehabilitating their properties.

**C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None.

**D. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:31 a.m.

ATTEST:

Jennifer M. Perrin  
Deputy City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, NOVEMBER 7, 2007**

**C-1     CALL TO ORDER / ROLL CALL**

The City Council Closed Session meeting of November 7, 2007, was called to order by Mayor Johnson at 5:32 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian [with the exception of C-2 (a) and C-2 (b)], Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

**C-2     ANNOUNCEMENT OF CLOSED SESSION**

- a) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al., United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM
- b) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al., San Francisco Superior Court, Case No. CGC-05-441976
- c) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi Professional Firefighters, Lodi Police Officers Association, and Fire Mid-Managers Pursuant to Government Code §54957.6
- d) Review of Council Appointee – City Clerk (Government Code §54957)

**C-3     ADJOURN TO CLOSED SESSION**

At 5:32 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:00 p.m.

**C-4     RETURN TO OPEN SESSION / DISCLOSURE OF ACTION**

At 7:04 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed that discussion and direction was given in regard to Items C-2 (a), C-2 (b), and C-2 (c). In regard to Item C-2 (d), Mayor Johnson disclosed that the initial phase of the review for a Council Appointee took place and no reportable action was taken.

**A.     CALL TO ORDER / ROLL CALL**

The Regular City Council meeting of November 7, 2007, was called to order by Mayor Johnson at 7:04 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

**B.     INVOCATION**

The invocation was given by Dr. Clifford Donaldson, Lodi Community Church.

**C.     PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 Awards – None

D-2 Proclamations – None

D-3 (a) Mayor Johnson presented a Certificate of Appreciation to American Legion Commander, Richard Parnacott, in honor of Veterans Day, which is Sunday, November 11. Mr. Parnacott invited the public to attend its ceremony on Veterans Day at 11 a.m.

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E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Mayor Pro Tempore Mounce, Katzakian second, unanimously approved the following items hereinafter set forth:

E-1 Claims were approved in the amount of \$5,938,013.59.

E-2 The minutes of October 16, 2007 (Shirtsleeve Session), October 17, 2007 (Regular Meeting), October 23, 2007 (Shirtsleeve Session), and October 30, 2007 (Shirtsleeve Session) were approved as written.

E-3 Accepted the quarterly investment reports as required by law (Senate Bill 564).

E-4 Accepted the quarterly report of purchases between \$5,000 and \$20,000.

E-5 Received report of sale of surplus equipment.

E-6 Approved a request for proposals to replace and upgrade the existing Utility Supervisory Control and Data Acquisition (SCADA) system.

E-7 Adopted Resolution No. 2007-209 awarding the design and construction contract for Municipal Service Center Transit Vehicle Maintenance Facility Project to Diede Construction, of Woodbridge; authorizing the City Manager to execute change orders within the project budget amount of \$3,000,000; and appropriating \$400,000 for the project.

E-8 Adopted Resolution No. 2007-210 authorizing the City Manager to execute Memorandum of Understanding between City of Lodi and General Mills Cereals Properties, Inc., for the dedication of street easement, construction easement, and right of entry for widening of Lower Sacramento Road (Turner Road to Union Pacific Railroad).

E-9 Adopted Resolution No. 2007-211 authorizing submittal of a Safe Route to School Grant Application to California Department of Transportation and authorizing the City Manager to execute the grant application.

E-10 Adopted Resolution No. 2007-212 approving application for grant funds in the amount of \$15,000 from the State Resources Agency Environmental Enhancement and Mitigation Grant Program for tree purchase during the 2007-08 grant cycle.

E-11 Adopted Resolution No. 2007-213 authorizing the City Manager to execute an Amended and Restated Northern California Power Agency Joint Powers Agreement.

E-12 Authorized the City Manager to approve change orders for construction of the Killelea Substation Rehabilitation Project in a cumulative amount not to exceed \$250,000.

E-13 Adopted Resolution No. 2007-214 approving the Impact Mitigation Fee Program annual report for fiscal year 2006-07.

- E-14 Approved waiver of Conflict of Interest for Folger Levin & Kahn in representation of the State of California Department of Water Resources.
  - E-15 Adopted Resolution No. 2007-215 approving cost reimbursement contract with the Economic Development Association to develop an application for Enterprise Zone designation, and authorizing the City Manager to execute the contract, which will not exceed \$8,972; approved the Letter of Commitment to economic development staffing at 35% of time in support of San Joaquin County Enterprise Zone; and further approved the Memorandum of Understanding for Multi-Agency Cooperation in the Implementation, Management and Marketing of the San Joaquin County Enterprise Zone.
  - E-16 Adopted Resolution No. 2007-216 determining that the San Joaquin Valley Land Company LLC is in compliance with the Development Agreement executed on October 6, 2006, for the Reynolds Ranch Project and approving the October 2007 Reynolds Ranch Compliance Report.
  - E-17 Adopted Resolution No. 2007-217 approving the work plan and schedule for the City of Lodi's Sewer System Management Plan.
  - E-18 Set Public Hearing for November 21, 2007, to consider adoption of a resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2008.
  - E-19 Set Public Hearing for November 21, 2007, to consider the adoption of a resolution establishing a fee schedule for the permit to operate for mobile food vendors.
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**F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

- Vincent Contino, President and Business Agent of Amalgamated Transit Union Local 276, informed the Council that employees of MV Transportation, which is the current contractor for the City of Lodi GrapeLine service, have expressed a desire to join the union. The union goal is to improve the working conditions for the employees, including establishing better schedules and duty hours. He expressed concern that MV employees were being harassed both on and off duty by members of the company who are attempting to discourage them from joining the union. Mr. Contino invited members of the Council to meet with the employees and union representatives to discuss this issue.
- Robert McGarry thanked Council Member Hansen for putting him in touch with Electric Utility Director Morrow and Manager of Rates and Resources Rob Lechner to discuss his electric bill. He believed that the rates were high and out of line and suggested the City raise the baseline rate, which could provide a moderate amount of assistance to many Lodi residents.

**G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS**

- Council Member Hansen stated there are many issues surrounding the delivery and generation of energy, which greatly affects the City's ability to control costs. One of the key issues is the debate over global warming and greenhouse gases, and there may be forthcoming legislation that will significantly impact the utility industry. The Council has been discussing the construction of a new 250 megawatt gas turbine generation plant at White Slough, which could assist Lodi in controlling its costs; however, the City still has many obstacles to overcome before it is a reality. Other potential cost savings measures include a second transmission line coming into Lodi from the west and behind the meter delivery of service. Mr. Hansen provided a report on the recent San Joaquin Council of Governments meeting, at which the Board discussed the Strategic Plan for 2007 that deals with Measure K transportation dollars and how they are spent. He will continue to monitor the plan to ensure Lodi receives its rightful distribution of funds to support its transportation projects. Mr. Hansen further reported that the City's allocation of transportation dollars may be in jeopardy, which could affect the City's ability to provide bus service, and staff will be looking into the matter.

- Mayor Pro Tempore Mounce thanked and recognized the Greater Lodi Area Youth Commissioners, staff liaison Brad Vander Hamm, and Adult Advisor Summer Pennino for successfully coordinating the Fall Formal dance (formerly the Pig Skin). There were over a thousand teenagers in attendance who were on their best behavior. Ms. Mounce announced that she will be attending the National League of Cities conference next week and will participate in sessions regarding mobile workshops, levy protection, historical preservation, building public and private relationships, public safety, infrastructure, and finance.
- Mayor Johnson responded to comments by Mr. McGarry regarding utility rates and reminded the public that rising utility costs also affect government by increasing its cost of doing business (i.e. gas prices for City vehicles, asphalt for street paving, etc.). Mr. Johnson reported that the Central Valley proposal to bring commuter rail traffic from Modesto, Merced, and Sacramento is beginning to get serious attention with support from each of the involved entities. It appears that the line near Flag City will not be utilized, but in the foreseeable future, there will be commuter rail traffic through Lodi, Galt, Stockton, and Elk Grove, which would help to alleviate commuter and traffic problems.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

None.

I. PUBLIC HEARINGS

- I-1 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider Report for Sidewalk Repairs and to confirm the Report as submitted by the Public Works Department.

Street and Drainage Manager George Bradley stated that the Report for Sidewalk Repairs was submitted in compliance with State law and past City practice. Eleven notices to repair were issued—eight completed the repairs themselves, two hired the City, and one did not perform the required work. The property owners were advised that, if they did not make the repairs, the City's contractor would repair the sidewalk and they would be billed for the cost. The one affected property owner has not responded, and Mr. Bradley recommended that he be assessed the cost of repairs and a Notice of Lien be filed with the tax collector.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

In response to Mayor Pro Tempore Mounce, Public Works Director Prima stated that the last time a property was levied for not performing required repairs was in 2005. Mr. Bradley added that it was for a single property on Holly Drive and the issue took up considerable staff time. In further response, Mr. Bradley confirmed that the City has followed this practice since the State law went into affect 96 years ago.

Mayor Pro Tempore Mounce believed citizens should be responsible for repairing damage to sidewalks when it is caused by trees on private property; however, they should not be required to repair City property when the City is responsible for the damage.

In response to Mayor Johnson, Mr. Prima confirmed that the City has assessed homeowners in the past for reasons other than sidewalk repair.

Council Member Hitchcock recalled that there was a short period of time that the City allowed Measure K funds to pay for sidewalk repairs along major corridors, to which Mr. Prima countered that those funds were used to install required sidewalks where none previously existed; it was not for repairs, unless it was caused by a City tree.



MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Katzakian second, unanimously confirmed the Report for Sidewalk Repairs as submitted by the Public Works Department and the cost of repairs report, determined the method of payment, assessed the cost of repairs to the affected property (121 Olive Court), and ordered the preparation of a Notice of Lien to be filed with the tax collector.

- I-2 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the continued public hearing to consider adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, and Plumbing Code with local amendments and re-adopt the existing Building Permit Fee Schedule 1A for building, mechanical, plumbing, and electrical permits.

City Manager King informed Council that the fee component was removed from the recommendation in order to allow additional time to research the matter. The Building, Mechanical, Electrical, and Plumbing Codes, along with any local exceptions, must be adopted prior to January 1, 2008. If the codes are not adopted by the deadline, they will be automatically updated without the local exceptions.

Community Development Director Randy Hatch stated that the existing fee structure will be brought back to Council for approval at its November 21 meeting, at which time the second reading of the ordinances will occur.

Building Official Dennis Canright provided a brief presentation regarding the 2007 California Codes, highlighting the primary changes and reiterating that there is no proposed change in the fees at this time. In addition to publication and posting at the Community Development Department, staff provided the information and discussed the changes with the Building Industry Association, developers, and contractors.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, unanimously introduced the following ordinances:

- Ordinance No. 1804 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Building Code,' Volumes 1 and 2; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.04 in its Entirety";
- Ordinance No. 1805 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Mechanical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.08 in its Entirety";
- Ordinance No. 1806 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Electrical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.16 in its Entirety"; and
- Ordinance No. 1807 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Plumbing Code'; Thereby, Repealing and Reenacting Lodi Municipal Code Chapter 15.12 in its Entirety."

- I-3 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider introducing ordinance repealing and reenacting Chapter 20 of Title 15 of the Lodi Municipal Code regulating and governing fire prevention and adopting by reference code known as the "California Fire Code, Title 24, California Code of Regulations, Part 9" and the 2006 Edition of the International Fire Code Standards, effective January 1, 2008.

City Manager King briefly introduced the subject matter and stated that there were no fee changes proposed with the Fire Code adoption.

Fire Marshal Verne Person reported that the Fire Code must be adopted by January 1, 2008; otherwise, it will be automatically updated without local amendments. The major change in the code is the adoption of the 2007 California Fire Code, which is based on the 2006 International Fire Code. The fire fees will remain unchanged, with the exception of the fee tied to review of building plans since it is based on percentage. Mr. Person highlighted the 13 changes to local amendments including increasing address sizes, illumination of addresses on new buildings, radio amplification system requirements, fire protection system maintenance notification, deletion of two-hour fire wall exception to fire sprinkler ordinance, fire protection system identification, guidelines for indoor tire storage, seizure and destruction of fireworks, administrative enforcement provisions, administrative cost for unprepared or failure to appear inspections, structure fire notification of Community Development, stop work order non-compliance, and fire hydrant distribution requirements. Notices regarding the new code adoptions were published in the newspaper and posted in the Community Development Department.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously introduced Ordinance No. 1808 entitled, "An Ordinance Repealing and Reenacting Chapter 15.20 of Title 15 of the City of Lodi Municipal Code Regulating and Governing Fire Prevention and Adopting by Reference a Certain Code Known as the 'California Fire Code, Title 24, California Code of Regulations, Part 9,' Incorporating the 2006 Edition of the International Fire Code and the 2006 Edition of the International Fire Code Standards, as Adopted and Compiled by the International Code Council."

- I-4 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider and approve the reallocation of available Community Development Block Grant (CDBG) and HOME Program income for an affordable housing project.

Community Improvement Manager Joseph Wood reported that the City has been pursuing an affordable housing project on Railroad Avenue; in 2006 it allocated \$330,000 in Community Development Block Grant (CDBG) funds for the land acquisition; and most recently, the developer for the project was selected. As part of the request for proposals, the City pledged \$1.2 million toward the acquisition of land for this project, which was to come from the program income collected through the housing assistance programs. Mr. Wood provided a breakdown of the housing assistance funds, showing the available balances in each. He recommended that Council reallocate funds from the CDBG housing rehabilitation program and GAP loan program and from the HOME rental rehabilitation program, Habitat for Humanity funds, and from other miscellaneous projects with available funds. This reallocation of \$863,343, combined with the previously allocated \$330,000, would provide the \$1.2 million committed to this project.

In response to Mayor Pro Tempore Mounce, Mr. Wood stated that the most active program is the down payment assistance program, which is being utilized even more now that the housing market has gone down. There are enough funds remaining to carry another three to four applications, depending on the size of funding.

Council Member Hitchcock expressed concern that the San Joaquin County Housing Authority has indicated it does not have the project base to fund Section 8 housing, which is a crucial component in making this affordable housing project a success. She further speculated whether this would truly be an affordable housing project for Lodi residents if Section 8 vouchers are available countywide. Mr. Wood responded that staff clarified with the Housing Authority that this Section 8 program is tied to the project and not the individual; therefore, the vouchers could not be used elsewhere. Community Development Director Hatch assured that the Housing Authority is tied to this project by a partnership for a project-based, Section 8 subsidy program and has committed funding toward this project.

Mayor Pro Tempore Mounce pointed out that there was a change in administration at the Housing Authority, and Mr. Hatch stated that any assurances made on the part of the Authority were guarantees of the agency; not the individual. Mr. Wood added that staff would ensure the new director was brought up to date on this matter.

In response to Mayor Pro Tempore Mounce, Mr. Wood stated that program income from current loans continues to accumulate; the allocation process for 2008 CDBG funds will begin in March; and staff will continue to promote and recommend funding for the housing assistance programs.

Council Member Hitchcock stated she was not opposed to allocating the money, but she wanted to be certain the City was funding an affordable housing program. The selected developer has closed the funding gap with the use of Section 8 vouchers, and she felt further research was necessary to ensure this funding was still available for the project.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously adopted Resolution No. 2007-218 approving the reallocation of \$863,343.18 in available Community Development Block Grant (CDBG) and HOME Program income for an affordable housing project.

J. COMMUNICATIONS

J-1 Claims Filed Against the City of Lodi – None

J-2 The following postings/appointments were made:

a) The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, unanimously directed the City Clerk to re-post for the following vacancies:

Lodi Arts Commission

Two Vacancies	Terms to expire July 1, 2008
One Vacancy	Term to expire July 1, 2010

J-3 Miscellaneous – None

RECESS

At 8:22 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:35 p.m.

K. REGULAR CALENDAR

- K-1 "Adopt Resolution Approving Issuance of up to \$35 Million of Wastewater Revenue Certificates of Participation Secured by Net Revenues of the City's Wastewater Enterprise to Finance Improvements to the Wastewater Collection, Treatment, and Disposal System and to Refund the Outstanding 1991 Certificates of Participation"

**NOTE: Joint action of the Lodi City Council and the Lodi Public Improvement Corporation**

City Manager King briefly introduced the subject matter and introduced Tom Dunphy from LaMont Financial Services and Eileen Gallagher with Stone and Youngberg.

Eileen Gallagher explained in detail the recommendation to approve the issuance of \$35 million in wastewater revenue Certificates of Participation (COP), which would provide \$21 million toward plant improvements and sewer pipeline rehabilitation with the remaining to refund the outstanding balance of the 1991 COP. Specific topics included wastewater enterprise net revenues and rate covenant, benefits of a cash funded reserve versus surety reserve, an upgraded rating of A- from Fitch and Standard & Poor's, summary of the seven bids received from insurance companies on the financing for bonding and reserves, opportunities to realize cost savings, interest rate trends on the municipal market, refunding of the 1991 COP, and information regarding the legal documentation and actions required by Council to finalize this matter. If approved by Council, the Preliminary Official Statement would immediately be submitted to potential investors, followed by pricing the week after, and potential closing on the first week of December.

In response to Council Member Hansen, Ms. Gallagher stated that, despite the fluctuating market, the rates are still relatively attractive at this point and, even with a 20-point swing, the City would still be in a decent position.

In response to Council Member Hitchcock, Public Works Director Prima confirmed that the funds from this COP would repair the pipeline that is currently experiencing difficulties and there would be no need to raise rates to cover this repair. There are other pipelines throughout the community, however, that will need to be addressed in the near future that could put pressure on the rates, and the question at that time will be whether to implement one large increase or spread out the rate structure to make it more palatable.

Council Member Hitchcock stated that her preference would be to have a cash reserve, rather than surety reserve, because the money would be "on the books." Ms. Gallagher explained that there is a cost savings for a surety reserve because it keeps the borrowing amount lower. Mr. King added there is a requirement that the reserve match one year of debt service; therefore, the City could not earn more in interest than it has to pay. In addition, a cash reserve is true cash on the books; however, it cannot be used. He felt the low bidder insurance company had a good rating and would adequately meet its obligations. Whether to use instrument of insurance or cash is a policy decision of the City Council.

Council Member Hansen expressed support for a surety reserve due to the cost savings. Further, he felt a cash reserve would be misleading because it would be a restricted asset that could not be utilized.

Council Member Katzakian believed it was not prudent to borrow \$2.9 million more only to leave it in an account that could not be used for anything else.

Discussion ensued between Mayor Johnson, Mayor Pro Tempore Mounce, and Ms. Gallagher regarding the interest earned on the cash reserve equaling the debt payment, the potential to lose money due to the arbitrage provision, and the administrative cost of having a cash reserve.

Council Member Hitchcock expressed her concern regarding surety bonds and felt that certain past practices have been less than traditional, which is the reason for her support of a cash reserve.

MOTION / VOTE (joint action of the City Council and Public Improvement Corporation):

The City Council and Lodi Public Improvement Corporation, on motion of Council Member/Director Hansen, Johnson second, adopted the following resolutions and further approved the use of a surety reserve:

- Resolution No. 2007-219 approving the forms of an Installment Purchase Agreement, a Certificate Purchase Contract, a Preliminary Official Statement, a Continuing Disclosure Certificate, and an Escrow Agreement relating to Wastewater System Revenue Certificates of Participation, 2007 Series A; and approving and authorizing certain other matters relating thereto; and
- Resolution No. LPIC2007-01 approving the forms and authorizing the execution and delivery of an Installment Purchase Agreement and a Trust Agreement in connection with City of Lodi Wastewater System Revenue Certificates of Participation, 2007 Series A; and approving and authorizing certain other matters related thereto.

The motion carried by the following vote:

Ayes: Council Members/Directors – Hansen, Katzakian, Mounce, and  
Mayor/President Johnson

Noes: Council Members/Directors – Hitchcock

Absent: Council Members/Directors – None

- K-2 “Adopt Resolution Designating a Redevelopment Survey Area for Study Purposes and Directing that the Planning Commission Select a Redevelopment Project Area from All or Part of the Survey Area”

**NOTE: Joint action of the Lodi City Council and Redevelopment Agency**

NOTE: Due to a potential conflict of interest stemming from her interest in properties located in the potential survey area, Council Member Hitchcock abstained from discussion and voting on this matter and vacated her seat at the dais at 9:09 p.m.

City Manager King reported that the first formal step in the redevelopment project is the designation of a survey area, which was reviewed with Council at a Shirtsleeve Session on November 6. Two geographical areas were created, with Option A being the larger area made up of commercial and residential and Option B incorporating only the commercial corridors. Both options included projections on tax revenue and a review to determine if they met the requirements to form a redevelopment area. Based on a recommendation from the Lodi Budget/Finance Committee and on input from Council at the Shirtsleeve Session, it appeared that a larger area was the preference. Option A incorporates 1,583 acres, with a projected tax increment of \$331.9 million in future dollars (or \$130.9 million at present value), and Option A1, which was recommended by the Budget Committee, incorporates 1,763 acres—no estimates have been prepared at this time. Mr. King provided information on how tax increment is divided among the taxing entities and redevelopment agency and explained that this is not a new tax, but a redistribution of the increase of assessed valuation. Once Council selects the survey area, the Planning Commission will be asked to select the project area, which can consist of all or part of the area but no larger, followed by an analysis and projection of tax increment. Mr. King presented the Council with a diagram, which consisted of Option A1 as the base and added four areas brought up by Council Members at the Shirtsleeve Session labeled as: Option A1(a) – Lodi Avenue corridor; Option A1(b) – Lockeford Street area; Option A1(c) – northern area; and Option A1(d) – industrial area. He pointed out that Council Member Katzakian would have a conflict of interest with Option A1(c).

Mayor Pro Tempore Mounce questioned why the timeline was fast-tracked by a year and expressed concern that it did not leave ample time to go through the process. Mr. King responded that the schedule was moved up based on comments by Council to establish 2007-08 as the base year. To do so, Council would need to finalize the process no later than June 2008, which he believed could be accomplished and still provide enough opportunity for public input.

PUBLIC COMMENTS:

- John Talbot expressed opposition to the formation of a redevelopment project area, stating that the definition of blight has changed over the years. He cautioned Council on the destructive forces this action would have on the east side as he believed that, as defined under State law, the area is not blighted.
- Eunice Friederich spoke in opposition to the formation of a redevelopment project area, stating that it is a matter of greed when one agency takes money away from another. She felt the private sector should be given an opportunity to build up the area and was opposed to creating debt in order to have a redevelopment agency. Ms. Friederich expressed concern that she would be negatively impacted if the title of her property were labeled as blighted.

Mayor Pro Tempore Mounce questioned if Council Member Hitchcock would still be conflicted out if Option B were selected, to which Mr. King responded in the affirmative. Mr. King further stated that redevelopment could help pay for installation of water meters—either citywide for low- to moderate-income residents or for only properties located in the project area. Mayor Pro Tempore Mounce expressed concern that this creates another layer of government and she now believed that a smaller area addressing only the economic development portion, not residential, was the best option, particularly in light of the fact that funds would be available for low- to moderate-income residents on a citywide basis. She preferred to remove residential from the survey area to avoid the negative impact it could have on property values and expressed support for Option B.

In response to Mayor Johnson, Mr. King stated that some title companies may pick up the fact that a property is located within a project area; however, he believed it did not necessarily have a negative affect on the property. Don Fraser with Fraser and Associates added that, in his experience, he has not seen this to be an impediment to selling properties and studies have shown that assessed values actually increase inside the project area.

Council Member Hansen expressed support for a larger area because it provides a greater benefit to a greater number of people in Lodi. He disagreed that the designation of blight would have an adverse affect on the east side and stated that this would create a pool of funds to invest in the area without increasing taxes. Redevelopment provides funding relief for both those within the project area and those located outside the area for affordable housing; therefore, he expressed support for Option A1, with the opportunity to vote on each of the additional areas.

Mayor Johnson pointed out that school districts are typically supportive of redevelopment agencies and that the chairperson of the San Joaquin County Board of Supervisors has encouraged Lodi to move forward.

In response to Mayor Pro Tempore Mounce, Mr. King stated there are a number of vacant properties in Option A1(d), some of which could be removed during the review process.

In response to Council Member Hansen, Mr. King stated that the options for water meter installation assistance would still be available under Option B; however, there would be less money from which to draw.

Council Member Katzakian pointed out that Option B would be a third of the increment of Option A1 and that Option A1 has a balance of commercial, industrial, and residential.

MOTION #1:

Mayor Pro Tempore Mounce made a motion to select Option B as the redevelopment survey area. The motion **died** for lack of a second.

MOTION #2 / VOTE:

The City Council, on motion of Mayor Johnson, Hansen second, selected Option A1 as the redevelopment survey area. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson  
Noes: Council Members – Mounce  
Absent: Council Members – None  
Abstain: Council Members – Hitchcock

MOTION #3 / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, added Option A1(a) – Lodi Avenue corridor – to the redevelopment survey area. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson  
Noes: Council Members – None  
Absent: Council Members – None  
Abstain: Council Members – Hitchcock

MOTION #4 / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, added Option A1(b) – Lockeford Street area – to the redevelopment survey area. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson  
Noes: Council Members – None  
Absent: Council Members – None  
Abstain: Council Members – Hitchcock

MOTION #5:

NOTE: Due to a potential conflict of interest stemming from the location of his personal residence within the area of Option A1(c), Council Member Katzakian abstained from discussion and voting on this matter and vacated his seat at the dais at 9:58 p.m.

Mayor Pro Tempore Mounce made a motion to add Option A1(c) – northern area – to the redevelopment survey area.

DISCUSSION:

In response to Council Member Hansen, City Attorney Schwabauer stated that conflicting out both Council Members Hitchcock and Katzakian could have an adverse affect on future redevelopment-related actions as three votes would be required.

The motion **died** for lack of a second.

NOTE: Council Member Katzakian returned to his seat at 10:00 p.m.

MOTION #6 / VOTE:

The City Council, on motion of Council Member Hansen, Johnson second, added Option A1(d) – industrial area – to the redevelopment survey area. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson  
Noes: Council Members – Mounce  
Absent: Council Members – None  
Abstain: Council Members – Hitchcock

MOTION #7 / VOTE:

The City Council, on motion of Mayor Johnson, Hansen second, adopted Resolution No. 2007-220 designating the redevelopment survey area [as approved by the previous actions to include Options A1, A1(a), A1(b), and A1(d)] for study purposes and directing that the Planning Commission select a redevelopment project area from all or part of the survey area. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson  
Noes: Council Members – Mounce  
Absent: Council Members – None  
Abstain: Council Members – Hitchcock

NOTE: Council Member Hitchcock returned to her seat at 10:02 p.m.

RECESS

At 10:02 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 10:09 p.m.

K. REGULAR CALENDAR (Continued)

K-3 “Receive Progress Report on the City of Lodi General Plan Update”

City Manager King briefly introduced the subject matter and introduced consultant, Rad Bartlam, who is serving as project manager for the General Plan update.

Rad Bartlam provided an update on the status of the General Plan, stating that since May 2006 four tasks outlined in the schedule have been completed including stakeholder interviews, workshops, surveys, and working papers on land use and transportation, urban design and livability, growth and economic development, and greenbelt strategies. The City Council will hold a joint session with the Planning Commission on December 12 at 6 p.m. at Hutchins Street Square to receive a presentation on the working papers, workshop, and survey outcomes. Mr. Bartlam reviewed the updated schedule and highlighted the next milestones, which include staff review of the working papers in December, kick off of the alternative plan at the beginning of the year, Council selection of a preferred alternative in May, policy document and Environmental Impact Report through summer, public hearing process beginning in January 2009, and estimated date of March or April 2009 for final adoption of the General Plan update. He cautioned that this is a tight schedule and there is very little room left to make up time. Mr. Bartlam reported that he reviewed the work product, invoices to date, and various completed tasks, and he estimated the budget is over by \$30,000 at this stage in the process. He believed, however, that there was room to make up the budget and he would monitor it closely.

In response to Council Member Hitchcock, Mr. Bartlam stated he believed the budgeted amount was sufficient and that a 3% deviation above budget is acceptable.

Council Member Hansen acknowledged Mr. Bartlam's efforts in getting this project back on task, both in terms of the schedule and budget.



In response to Mayor Johnson, Mr. Bartlam stated he believed the greatest public participation and input will come during discussion of the alternatives, rather than during the earlier stages of reviewing the background documentation.

MOTION / VOTE:

There was no Council action taken on this matter.

K-4 "Status of San Joaquin County's Consideration of an Armstrong Road Agricultural/Cluster Zoning Classification and Possible Staff Direction"

Community Development Director Randy Hatch reported that, as an outgrowth of the Greenbelt Task Force, the City developed a General Plan and sphere of influence amendment proposal titled the Lodi Agricultural Greenbelt Community Separator Amendment. During Council deliberation of the proposal, property owners in the affected area requested the matter be postponed to allow them to meet with County representatives to explore alternative proposals, which Council granted. Since the beginning of 2007, the property owners developed a cluster zoning proposal, which was submitted to the San Joaquin County Board of Supervisors for consideration. At its June 5 meeting, County staff was asked to prepare a supplemental report, and on October 23, the matter came back to the Board, at which time the following four options were presented: 1) take no action; 2) move forward with the proposal at a cost to the property owners of \$400,000; 3) move forward with the cost paid by the County; or 4) incorporate the proposal into the forthcoming County General Plan update. At the meeting, County supervisors questioned whether Lodi would consider allocating money to pay a portion of the \$400,000, to which Mr. Hatch replied that he did not have authority to make that commitment. County supervisors directed its staff to prepare an additional report and analysis and continued the meeting to a date unspecified.

In response to Council Member Hansen, Mr. Hatch stated that the County General Plan update is anticipated to begin in early 2008. The County estimated the cost of \$400,000 based on staff and consultant time necessary to review, analyze, and modify General Plan policies and environmental documentation.

City Manager King stated that Supervisor Ken Vogel will talk to the Board and a formal request inviting Council to direct staff to enter into discussions with the County on this proposal may be forthcoming.

Mr. Hatch highlighted the possible City actions as follows:

1. Wait and watch by monitoring the County's actions and reviewing its additional report and analysis; continuing to explore greenbelt/community separator in Lodi's General Plan update; and addressing greenbelt/community separator all around the City, not only Armstrong Road.
2. Participate in the development of the County's zoning proposal, which could include the City paying for some portion of the cost; City staff involved in the development and review of the proposal; and City Council evaluating and commenting on the proposal.
3. City to develop independent agricultural/cluster zoning proposal as part of its General Plan update and work with the property owners to draft a specific plan to incorporate many, if not all, of the key features of the cluster zoning proposal. The following two options could be considered in implementing this proposal:
  - a. Work with the County to draft a memorandum of understanding (MOU) based on the City's specific plan to regulate the area (County would retain land use authority) and submit area of interest designation request to the Local Agency Formation Commission (LAFCO).

- b. Work with the property owners to develop an annexation proposal for the area pursuant to the City's specific plan; request sphere of influence amendment and annexation from LAFCO; and provide services to the area according to the specific plan.

PUBLIC COMMENTS:

- Pat Stockar, affected property owner, stated he has attended the Board of Supervisors meetings and stressed the importance of making a decision on this matter as soon as possible. He felt that the property owners should not have to pay for this proposal and that the City should come forward as the greenbelt benefits this community and its quality of life. Mr. Stockar stated he did not support the option of an MOU and was concerned that the County General Plan would take too long to complete.

Council Member Hansen expressed discomfort with the County putting this matter back in Lodi's court. In response to Mr. Hansen, Mr. Stockar suggested a hybrid of the options and believed that an MOU, area of interest, or sphere of influence application at LAFCO were not appropriate for the land owners. He believed the City's general fund should support the mechanism for what it gets in the process and that the County, City, and property owners should work together toward a common goal.

In response to Council Member Hitchcock, Mr. Stockar stated that the AL5 zone provides flexibility for the property owners on what they can do with their lots; whereas, a master plan for the entire area would not. Council Member Hitchcock expressed concern that the AL5 zone would not prevent property owners from selling off portions of land at a higher density, which is not consistent with City development. Discussion ensued between Council Member Hitchcock and Mr. Stockar regarding annexation into the City of Lodi, LAFCO's position on the issue, and sphere of influence amendment. Council Member Hitchcock expressed concern about spending City money on something over which it has no control.

- Pat Patrick suggested a modified Option 3 of a collaborative effort between the City, County, and land owners to draft an MOU based on the group's ideas regarding what the area of interest should be. The property owners have stated they want to remain in agriculture and be more profitable; Lodi wants a greenbelt around its community, but cannot pay for it; and the County wants to keep the area agricultural.

In response to Council Member Hansen, Mr. Hatch stated that the concept was to have the property owners retain the County jurisdiction and, in working with the Board of Supervisors, develop an opportunity to allow wineries and other types of agricultural-related businesses. The flaw of the AL5 zone, from the City's perspective, is that there is nothing to stop property owners with large lots from selling to developers to develop subdivisions.

In response to Council Member Hansen, Mr. Patrick stated that a modified MOU could specifically define what is allowed in the area of interest and what types of businesses and developments are permitted. Option 3a is Lodi-specific and the land owners were left out of the process. He believed the solution was a collaborative effort among the three interested parties.

Council Member Hansen agreed that this issue not be stalled, and Mayor Pro Tempore Mounce requested the matter be discussed at a future Shirtsleeve Session. Council Member Hitchcock suggested that a special meeting may be more appropriate.

Mayor Johnson suggested that the LAFCO director be invited to a Shirtsleeve Session to discuss this matter, to which Mr. King pointed out that the current LAFCO director is serving in an interim basis and has publicly spoken in favor of the area of interest. Council Member Hansen further proposed that the chairperson of the Board of Directors also be included.

MOTION / VOTE:

There was no Council action taken on this matter.

VOTE TO CONTINUE WITH THE REMAINDER OF THE MEETING

The City Council, on motion of Mayor Johnson, Hansen second, unanimously voted to continue with the remainder of the meeting following the 11:00 p.m. hour.

K. REGULAR CALENDAR (Continued)

- K-5 "Authorize Contingency Fee Payment to Folger, Levin & Kahn, LLP, for the Hartford Litigation"

City Attorney Schwabauer provided a brief report on the contingency fee payment to Folger, Levin & Kahn (FLK) regarding the Hartford litigation, stating that the request was reasonable due to the fact that it was nearly equal to what the City would have been billed on a monthly basis and that FLK already expended the hours on recovery.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, unanimously authorized the contingency fee payment to Folger, Levin & Kahn, LLP, for the Hartford Litigation.

- K-6 "Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$110,154.21)"

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, unanimously approved the expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation and various other cases being handled by outside counsel in the amount of \$110,154.21, as detailed below:

**Folger Levin & Kahn – Invoices Distribution**

Matter No.	Invoice No.	Date	Description	Water Acct. Amount	100351
8001	104828	09/07/07	General Advice		\$ 366.33
8003	104596	09/07/07	Hartford v. City of Lodi	\$111,055.46	
			Hartford/Contingency Fee Savings	\$ -54,280.00	
8008	104817	09/07/07	City of Lodi v. Envision	\$ 41,470.66	
	7348	Aug-07	West Environmental Services	\$ 4,607.50	
	15445	Sep-07	PES Environmental, Inc. (Keith Obrien)	\$ 1,387.97	
Total				\$104,241.59	\$ 366.33
<b>Grand Total</b>				<b>\$104,607.92</b>	

**MISCELLANEOUS**

Invoice No.	Date	Description	Water Acct. Amount
20065309	6/07/2007	Legalink, Inc.	\$ 258.50
20068400	8/17/2007	Legalink, Inc.	\$ 555.80
20068405	8/17/2007	Legalink, Inc.	\$ 847.30
20068394	8/17/2007	Legalink, Inc.	\$ 925.40
20070528	9/24/2007	Legalink, Inc.	\$ 1,217.50
20070529	9/24/2007	Legalink, Inc.	\$ 709.10
20071651	3/13/2007	Legalink, Inc.	\$ 664.00
20063729	4/27/2007	Legalink, Inc.	\$ 368.69
<b>Total</b>			<b>\$ 5,546.29</b>

*Continued November 7, 2007*

L. ORDINANCES

None.

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 11:41 p.m.

ATTEST:

Jennifer M. Perrin  
Deputy City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, NOVEMBER 13, 2007**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, November 13, 2007, commencing at 7:01 a.m.

**A. ROLL CALL**

Present: Council Members – Hansen, Hitchcock, and Mayor Johnson

Absent: Council Members – Katzakian and Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

**B. TOPIC(S)**

B-1 "Presentation on Proposed Americans with Disabilities Act Paratransit Services and Dial-A-Ride Changes for the City of Lodi"

City Manager King and Public Works Director Prima provided a brief introduction of the subject matter of Americans with Disabilities Act (ADA) paratransit services and Dial-A-Ride changes.

Transportation Manager Tiffani Fink provided a PowerPoint presentation regarding the proposed paratransit services for the City. Specific topics of discussion included what is paratransit, difference between Dial-A-Ride and paratransit, who can use paratransit, overview of the proposed paratransit services, recommended changes to Dial-A-Ride, and timeline for implementation.

In response to Council Member Hitchcock, Ms. Fink stated the qualification process for paratransit involves an application and a certification by a doctor of up to three years.

In response to Mayor Johnson, Ms. Fink stated Dial-A-Ride currently provides service to Woodbridge with a surcharge.

Discussion ensued between Council Member Hansen and Ms. Fink regarding service hours for the fixed route, paratransit, and Dial-A-Ride services and the levels of service for the same for the customers.

In response to Council Member Hansen, Ms. Fink stated permanent disability can qualify for the three-year period and temporary disability can qualify for any time period less than that.

In response to Mayor Johnson, Ms. Fink stated the possibility of abuse may exist, as is the case with any similar program, but the criteria can be made more stringent if there is a need to do so.

In response to Council Member Hitchcock, Ms. Fink stated that, from an administrative standpoint, it is far easier to start with the lower level of review. Ms. Fink stated a higher level review may be challenging based on staff time, size of the entity, and a manual system. She also stated currently the system can accommodate everyone and bumping may only occur on Grape Festival days during peak hours.

City Manager King clarified that ADA compliance with paratransit service is required, while Dial-A-Ride is an optional service.

In response to Council Member Hitchcock, Ms. Fink stated it may be possible to check with the provider to see if it would consider different review approaches on an annual basis to determine which best fits the needs of the community.

In response to Council Member Hansen, Ms. Fink stated the standardized form and cover letter that is sent to the physicians when certification is sought was created by a committee of San Joaquin Council of Governments and has specific questions so as to reduce the likelihood of abuse.

In response to Mayor Johnson, Ms. Fink stated the biggest challenge currently is response time because on any given day approximately 50% of the service is on demand and not by reservation.

In response to Mayor Johnson, Ms. Fink stated the goal is to move as many people to fixed-route service as possible and operating Dial-A-Ride on a reservation basis with same day service on a space available basis.

In response to Council Member Hitchcock, Ms. Fink stated staff encourages riders to make realistic reservations, especially with respect to medical appointments so as to allow for more effective and efficient service.

In response to Council Member Hansen, Ms. Fink stated all the customers on fixed-route service are picked up; although, the timing may vary and subscriptions can be set up for multiple days.

In response to Council Member Hitchcock, Ms. Fink stated that, to determine the percentage of riders that may qualify for the paratransit, an evaluation would need to be made on a case-by-case basis of the riders as to where they are going, when they are going, and when they are returning.

In response to Council Member Hansen, Ms. Fink stated the cost to provide service for Dial-A-Ride is eighteen dollars. She also stated that seniors and disabled individuals can ride for approximately one dollar per ride.

In response to Mayor Johnson, Ms. Fink stated the current dispatching system is manual and staff is looking at an electronic system to be provided by the contractor as part of the service agreement.

In response to Mayor Johnson, Ms. Fink confirmed that the City is not purchasing new vehicles to provide the ADA compliant service.

In response to Mayor Johnson, Ms. Fink stated the city of Roseville does not have a surcharge, but it provides services only on a reservation basis with a space available option.

In response to Council Member Hitchcock, Ms. Fink stated the goal is to give priority to those who really need to utilize the service and assist them in obtaining the ADA certification if they qualify.

In response to Council Member Hitchcock, Ms. Fink stated approximately 90% of all riders are either senior citizens or Medicare based.

In response to Council Member Hansen, Ms. Fink stated students use the fixed route and the proposed service does not affect the express routes, which are funded by Measure K.

In response to Mayor Johnson, Ms. Fink stated the next steps involve conducting public meetings, a public hearing at a Council meeting, and implementing the system around March 1, 2008.

In response to Mayor Johnson, Ms. Fink stated that the standardized forms walk through relevant questions so as to limit the potential for abuse and staff still retains the ability to review applicants as well.

In response to Council Member Hitchcock, Ms. Fink stated the various levels for testing functionality and certification of applicants could include everything from doctors' notes and interviews to independent testing.

In response to Mayor Johnson, Ms. Fink stated the appeals process may start with an appeal to the ADA coordinator and work its way up to a committee of professionals. Both Ms. Fink and Mr. King stated they are not aware of any relevant litigation.

In response to Myrna Wetzel, Ms. Fink stated the certification would ideally include an identification card and number.

In response to Mayor Johnson and Council Member Hansen, Ms. Fink stated the ADA compliance is a federal requirement and the City is the only local agency she is aware of that is not providing the relevant service. Ms. Fink stated there is a mandate to have the process regardless of whether anyone uses it.

In response to Mayor Johnson, Ms. Fink stated currently a driver will move onto another location if one location has been served or is not ready and then return at a later time. She stated the reservation process will allow for more coordination and effectiveness.

**C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None

**D. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:02 a.m.

ATTEST:

Randi Johl  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Request for Proposals and Authorize Advertisement for Design Services for the Harney Lane Widening Project, Stockton Street to Western City Limits

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve Request for Proposals (RFP) and authorize advertisement for the design services for the Harney Lane Widening Project (Stockton Street to Western City Limits).

**BACKGROUND INFORMATION:** Recently completed traffic studies for the Westside, Southwest Gateway and Reynolds Ranch annexations identify the requirement to widen Harney Lane to accommodate the increase in traffic. City staff has completed geometric studies and preliminary designs for the widening of Harney Lane from a two-lane urban collector to a four-lane divided arterial. These documents provide framework for the consultant/design team to design the roadway to City's specifications. The selected consultant/design team will complete the roadway design, oversee right-of-way acquisition and assist in coordinating the funding for the project.

The project includes improvements along Harney Lane from Stockton Street to the western City limits. The design project is divided into four schedules, as presented in Exhibit A. The City anticipates that four through-lanes, bike lanes, turn lanes at signalized intersections, median openings at appropriate locations, and median landscaping will be included. The section of Harney Lane from Union Pacific Railroad to State Route 99 (Schedule 4) will be designed and constructed by the Reynolds Ranch Project. The section of Harney Lane from Legacy Estates to the western City limits (Schedule 1) is a widening requirement of the Southwest Gateway Project. Per the Southwest Gateway Development Agreement, we anticipate that a funding district will be formed to fund this segment and believe it is appropriate to design the widening and establish right-of-way requirements at this time. The sections between Legacy Estates and the Union Pacific Railroad (Schedules 2 and 3) will be constructed using local development and regional impact fees and Measure "K" Renewal funds but probably not for four to six years or more. Establishing the right-of-way on the south side of Harney Lane and at the Union Pacific Railroad crossing is necessary information for the planning of anticipated development south of Harney Lane.

Application to San Joaquin Council of Government (SJCOC) for funding of the design, environmental and right-of-way location has been made and is expected to be approved by SJCOC in February 2008. Approval of the SJCOC cooperative funding agreement and the consultant/design team contract will be brought to the City Council in March 2008.

A copy of the RFP is on file in the Public Works Department and is provided in Exhibit B.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Measure "K" Renewal

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Chris Boyer, Junior Engineer

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

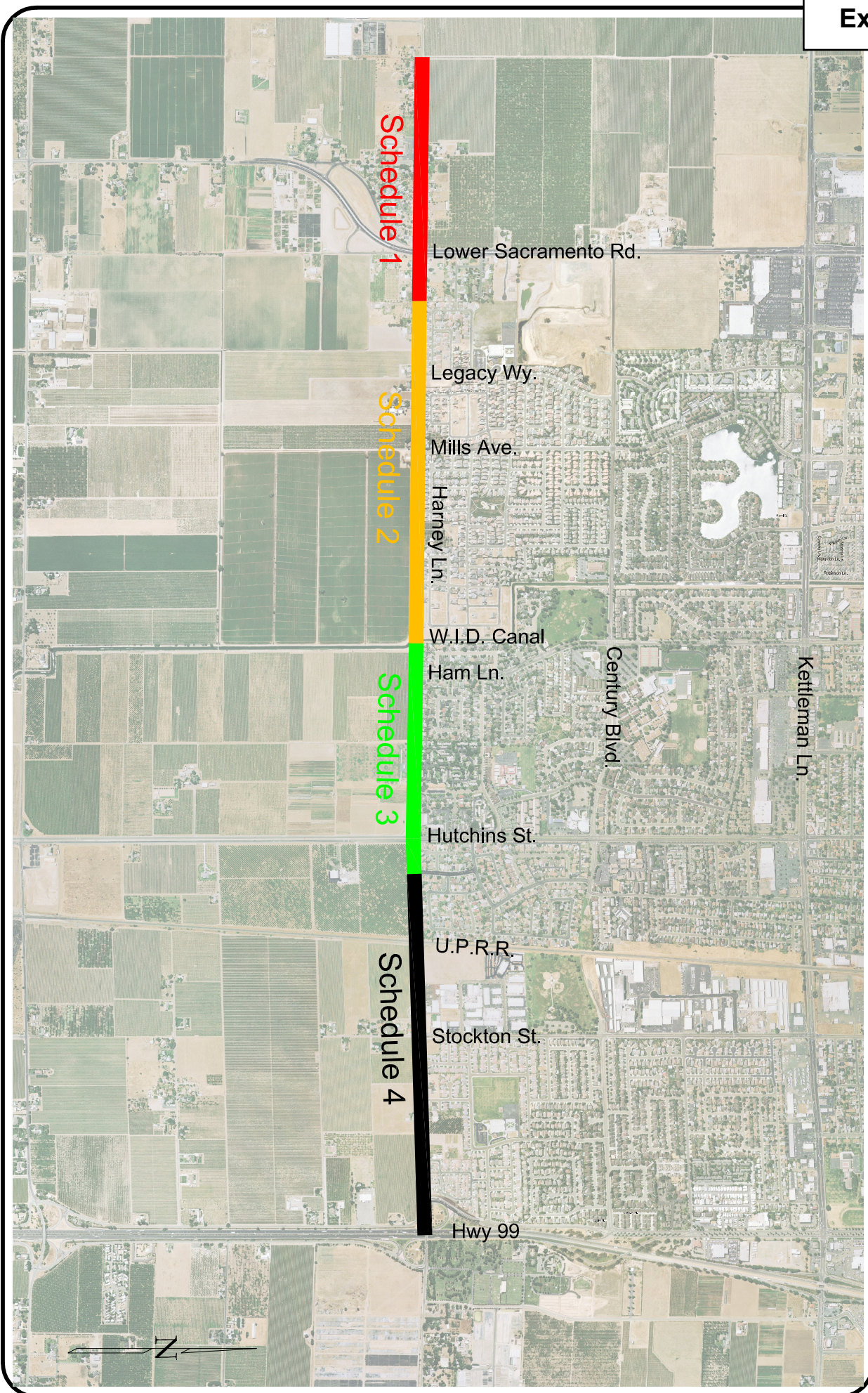




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 1 - Schedules 1 thru 4  
Harney Ln  
Stockton Street to Western City Limits





## **REQUESTS FOR PROPOSALS (RFP) TO PROVIDE CONSULTANT SERVICES FOR THE DESIGN OF THE WIDENING OF HARNEY LANE (STOCKTON STREET TO WESTERN CITY LIMITS)**

### **INTRODUCTION**

The City of Lodi (City) is requesting engineering services to improve Harney Lane from Stockton Street to the western city limits. Harney Lane is situated along the southern edge of the City and functions as an east/west two lane urban collector used by local and regional traffic. Significant growth in traffic is projected along this two mile segment of Harney Lane that will result in increased congestion as development continues.

### **BACKGROUND**

A number of project specific Environmental Impact Reports and Traffic Impact Studies have identified the requirement to widen Harney Lane to a four lane divided arterial. The City has completed geometric studies and has prepared preliminary designs at each major intersection along Harney Lane (see Appendix A). Engineering services are required to develop Plans, Specifications, and Estimate (PS&E) for the construction of Harney Lane. In addition, services are required to obtain right-of-way and to prepare an Engineers Report for the finance of one schedule of the project. The project will be funded by local impact mitigation fees, regional mitigation fees, Measure "K" Renewal, and developer funds.

### **APPROACH**

This project will improve Harney Lane from Stockton Street to the western city limits. The City anticipates that four through lanes, bike lanes, turn lanes at signalized intersections, median openings at appropriate locations, and median landscaping will be included. This project will be divided into four Schedules (see Appendix B):

- |            |   |
|------------|---|
| Schedule 1 | Legacy Estates to western city limits   |
| Schedule 2 | Woodbridge Irrigation District (WID) canal to the west boundary Legacy Estates  |
| Schedule 3 | WID canal to the Union Pacific Railroad (UPRR)  |
| Schedule 4 | UPRR to State Route 99 (not included)   |
|            | - This segment will be designed and constructed by the Reynolds Ranch Project. The design of the other schedules will be required to conform to the design. |

For each Schedule the City will require consultant services for, but not limited to: detailed roadway design, geotechnical studies, grading, drainage, signal improvements, striping, location/relocation/protection of existing utilities and substructures, detailed topographic surveys, conform elevations and cross-sections, delineation of necessary right-of-way, and major offsite structures or improvements worthy of design consideration.

Preliminary right-of-way studies are to be performed for the UPRR grade separation between Schedules 3 and 4.

Maps showing the location and layout of each schedule along the Harney Lane project are provided in Appendix B.

## **SCOPE OF SERVICES**

The scope of services for each Schedule may be different. The scope and fee proposals need to be broken down into the following categories: IA, IB, IC, ID, IE, IIA, IIB, IIC, IIIA, and Project Management.

### **I. Preliminary Engineering**

- A. Project Meetings: Key members of the Consultant's team and City Staff will meet to discuss the overall project, project schedule, and to refine the project scope. The Consultant will be responsible for preparing meeting minutes, action items of the meeting, the agenda, and to distribute progress reports to discuss during the meetings.
- B. File Review, Data Collection, and Field Investigation: The Consultant shall review all pertinent files and records for the project, collect data as needed to become familiar with the project, and perform a field review to observe and record the existing conditions.
- C. Surveying: The Consultant shall perform any and all surveying and base mapping necessary for preliminary engineering, detailed design, conform requirements to existing improvements and delineation of existing right-of-way. Project surveying shall include detailed topographic surveys, conform elevations and cross-sections, and major offsite structures or improvements worthy of design consideration. In addition, the Consultant shall perform all necessary field surveys for the preparation right-of-way maps and parcel descriptions for property acquisitions and easements. All surveying shall be tied into the California Coordinate System.
- D. Right of Way: The Consultant shall prepare the right-of-way appraisal and provide acquisition services that include the preparation of the legal right-of-way descriptions. Negotiations with the property owners for the acquisition of temporary and permanent easements along the project area will be performed. A detailed log of contacts with the property owners shall be provided.
- E. Public Meeting: One public information meeting will be held to obtain public input. This meeting will be held in a facility near the project site on a weekday evening for the convenience of the public. Consultant shall secure the meeting site and conduct the meeting. To advertise the meeting, the Consultant shall provide a direct mailer to notify property owners and tenants within 300 feet of the project, prepare a press release, and provide a notice in the local newspaper. The Consultant shall record, investigate, and answer all concerns and questions generated during the public meeting.

## II. Final Design

- A. Environmental Review & Permits: The final environmental documents will be prepared by City staff. The Consultant is expected to provide the City with the necessary project maps and description of work. The environmental review will not need NEPA clearance because federal funds will not be used for construction.
- B. Plans, Specifications, & Estimate: Consultant shall prepare PS&E in accordance with City standards and submit five (5) copies for review at the 50%, 90%, and final design stages. Provide fee milestone numbers at 50%, 90% and final.

The project will include median landscaping and irrigation, street lighting, traffic signal modifications, geometric and pavement design and relocation of utilities are part of the project design. Any relocation of City-owned utilities will be performed by the contractor as part of the construction of the improvements. The other utility companies will be responsible for the relocation of their utilities.

Design of construction traffic controls will be an important part of the project. It will be essential that disruption to traffic be kept to a minimum during construction. If the proposed controls require modification to existing traffic signals, Consultant will include the necessary modifications in the construction drawings. Consultant shall include detailed design, signing and striping plans for the various detours required during construction for each schedule.

The Consultant shall prepare: a list of bid items to be included in the bid documents; special provisions and detailed specifications; and an estimate of construction costs.

The plans shall be prepared in AutoCAD format with layering per City Standard and the technical specifications must be prepared in MS Word Office. The Consultant shall provide the City with one reproducible set of the approved PS&E. The City will be responsible for reproduction for bidding purposes. All drawings, data, and text files shall also be provided in electronic format.

In addition, the Consultant shall include in their proposal other informal meetings and/or discussions with City staff, utility companies, businesses, citizens, and other interested parties as needed to complete the design.

- C. Coordination with Utility Companies and the Woodbridge Irrigation District (WID): The Consultant shall contact all affected utility companies and the WID at the beginning of the project to inform them about the project. The Consultant will meet as required with the various utility companies to review the proposed design and its impact upon the utilities. The consultant will determine the approximate time required for utility relocations and, where necessary, include provisions for utility company relocation of its facilities prior to or during the construction of the project. All utilities within the project boundaries should be shown on the construction drawings.

### **III. Construction Engineering**

- A. Assistance During Bidding: The Consultant shall provide assistance during the bidding process. Assistance shall include, but not be limited to, providing clarifications or answers to questions received from prospective bidders. This assistance could include design revisions if necessary. The City will send out coordinated responses to all questions during the bidding period.
- B. Construction Management: The City of Lodi Construction Manager will be responsible for management of the construction project. Support services by the Consultant will be provided by separate agreement.

### **CITY'S RESPONSIBILITIES**

The City will be responsible for providing the following:

- (a) Access to Maps and Records: City will provide Consultant with access to City maps and records relating to the project.
- (b) Bid Documents: City will assemble all bid documents and provide all copies of plans, specifications, and bid documents.
- (c) Call for Bids and Contract Award: City will administer the call for bids and submit the recommendation on contract award to the City Council.
- (d) Construction Contract Administration: City will provide the construction contract administration.
- (e) Permit and Licenses: City will pay the necessary permit and license fees required for the project.

### **PROJECT SCHEDULE**

The goal of the City is to have plans, specifications, and estimates completed for Schedule 1 by January 2009, Schedule 2 and 3 by June 2009, and preliminary UPRR by June 2008. Consultant shall submit a schedule that achieves this goal.

### **PROPOSAL CONTENT**

Proposals shall include a scope of work detailing all tasks and the schedule for their completion. The proposals shall be limited to 30 pages and include the following:

- (a) A project approach describing your understanding of the project and the anticipated services that will be provided. A list of the number and type of plan sheets (i.e. plan/profile, detail, etc) you anticipate will be needed for the design.

- (b) Description of previous projects of similar type, scope, and size. Specifically, the reconstruction and widening of roadways within heavily developed areas including an alternatives analysis. Provide project name, client, and client contact person and phone number.
- (c) The Project Team including the principal-in-charge, the project manager, designers, and all sub consultants. Include an organization chart and resumes for all team members and indicate recent projects where the project team has performed similar services.
- (d) Current workload and future commitments of team members. It is important that the team members be available to work on this project throughout the design phase.
- (e) A project schedule identifying all project steps, milestones and their interrelation.
- (f) Itemized cost estimate in a separate sealed envelope with a "not to exceed" price. Costs should be separated by task and staff person.
- (g) Any additional items that will be needed but have not been listed in this RFP.

## **SELECTION PROCESS**

Proposals received by the City will be reviewed by a Selection Committee. Proposals will be evaluated based on, but not limited to, the following criteria:

- Technical Approach
- Responsiveness of Proposals
- Consultant and sub consultant qualifications and experience
- Local consultant involvement

Selection Committee may select up to three firms for oral interviews. Cost proposals for those firms selected for an oral interview will be opened after the interviews. The remaining sealed cost estimates for the firms not selected will be returned unopened. The Committee may alternatively decide to waive the oral interviews and select a firm based on their proposal. Once the proposal review/interviews are completed the Selection Committee will rank the firms.

The City will then negotiate a contract with the top ranked firm. If agreement cannot be reached, the City will then negotiate with the second ranked firm. The compensation discussed with one prospective Consultant will not be disclosed or discussed with another Consultant. Once the Selection Committee has made a final selection and negotiated a price for the work, it will recommend the selection to the City Council for approval. The City reserves the right to reject all proposals.

An optional pre-proposal meeting will be held on Wednesday, January 9, 2008 for all interested Consultants. The purpose of this conference is for City Staff to provide a general overview of the RFP requirements, including the RFP process and timeline. Attendees are encouraged to ask any questions at this meeting. All questions and answers will be recorded and distributed to all interested Consultants.

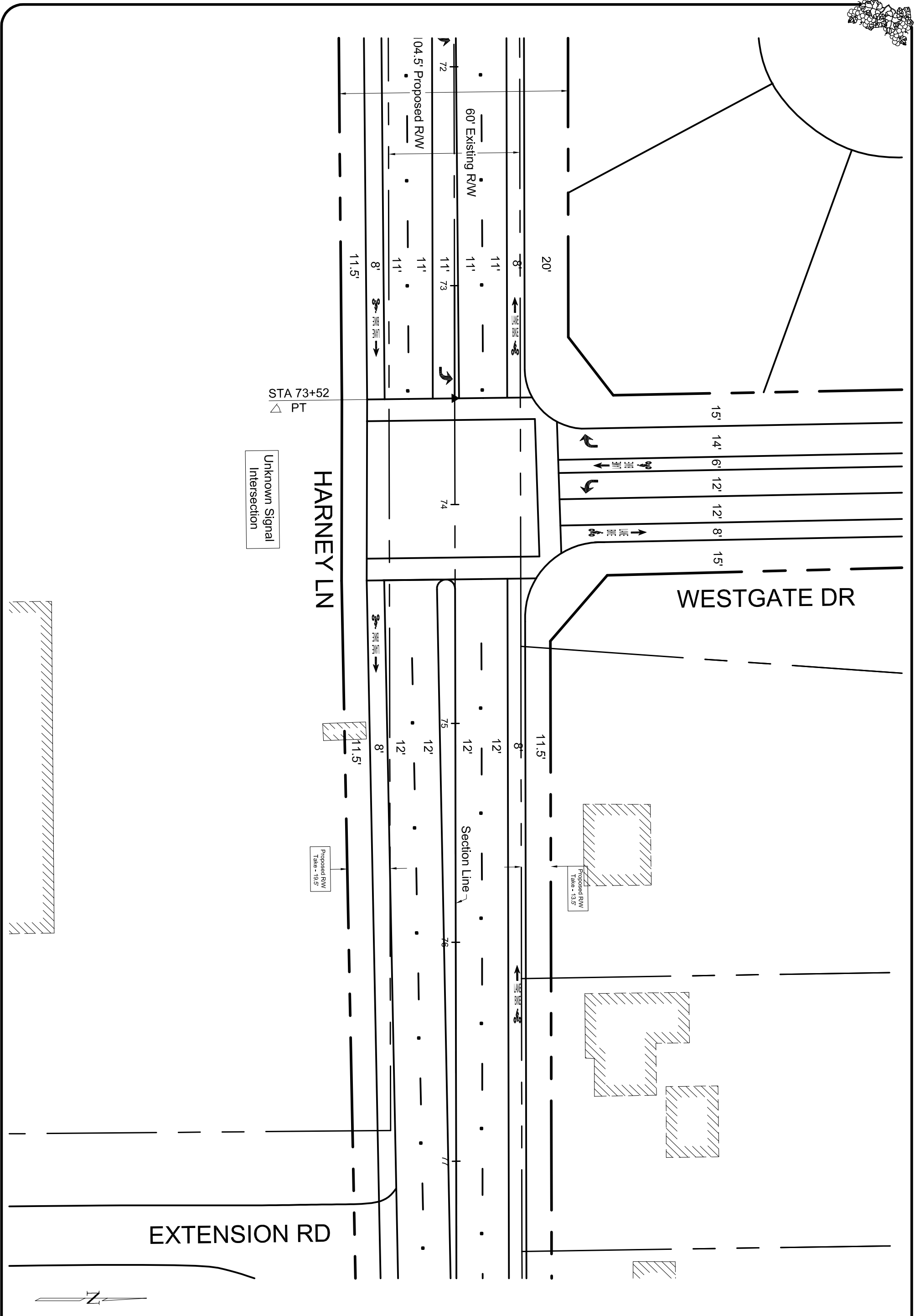
## **CONTRACT**

A copy of the City of Lodi Standard Consultant Agreement is attached in Appendix C and will be used for this project.

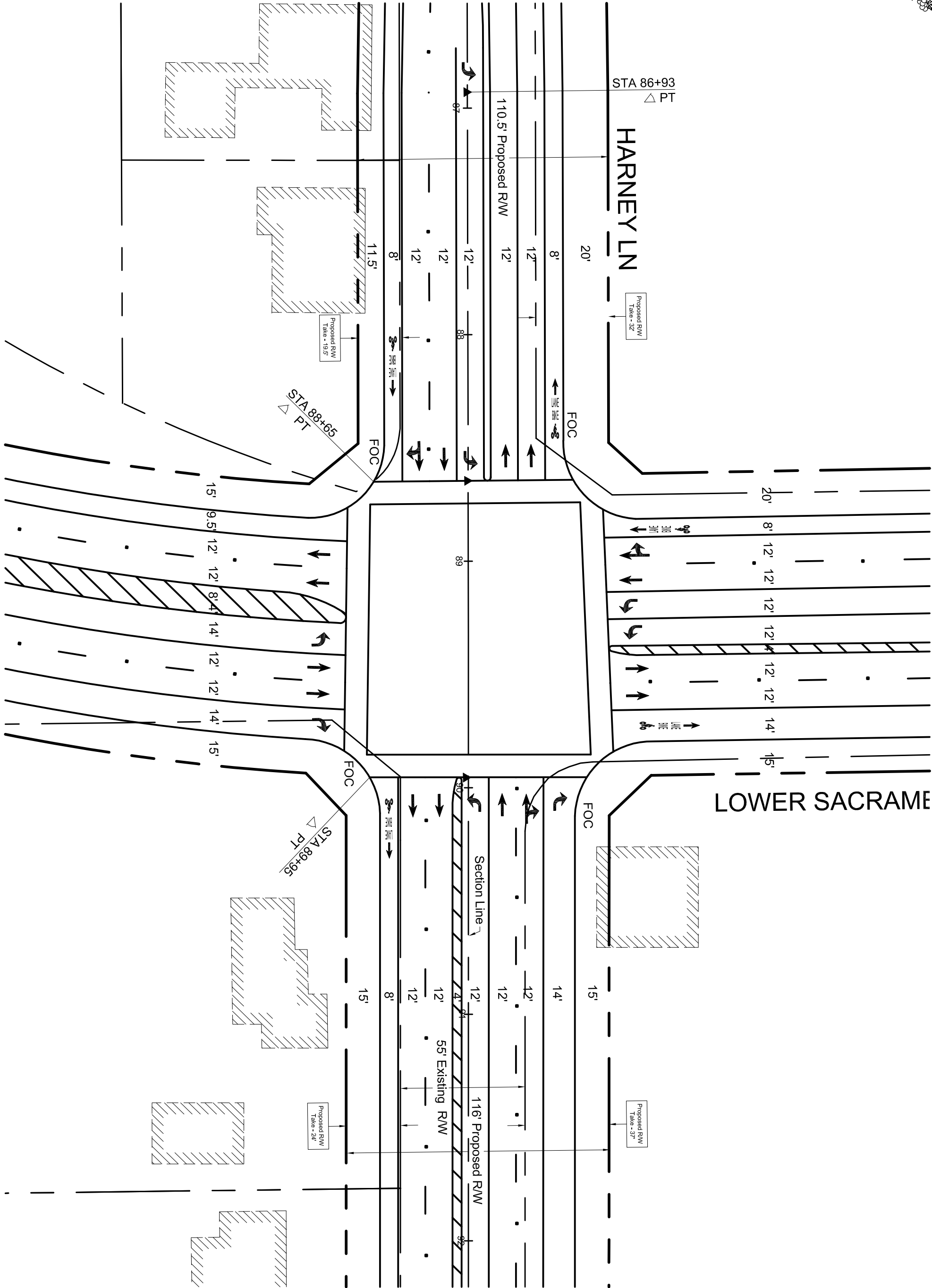
## **Appendix A**

Major Intersections along Harney Lane





007DD006-A		A		PLANNED		DATE		CITY OF LODI		PUBLIC WORKS DEPARTMENT		221 WEST PINE STREET		LODI, CALIFORNIA 95240		PHONE (209) 333-6706		FAX (209) 333-6710		E-MAIL: pwdept@lodigov		WEB SITE: www.lodigov		CITY OF LODI CALIFORNIA		HORIZONTAL SCALE 1" = 20'		VERTICAL SCALE 1" = 20'		SUBJECT CB		DATE JP		NO.		REVISION		DATE		BY		CAUTION Do not scale drawing if this bar does not measure 1 inch. CITY OF LODI CALIFORNIA 000-227-2600 PAGE 1	
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NO.	REVISION	DATE	BY

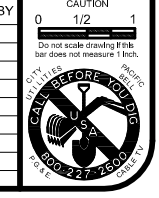
DESIGNER	CB	DATE	JP
CHECKED		DATE	
APPROVED		DATE	
ASBUILT INSPECTOR BY			
PROJECT NUMBER			
CITY ENGINEER			

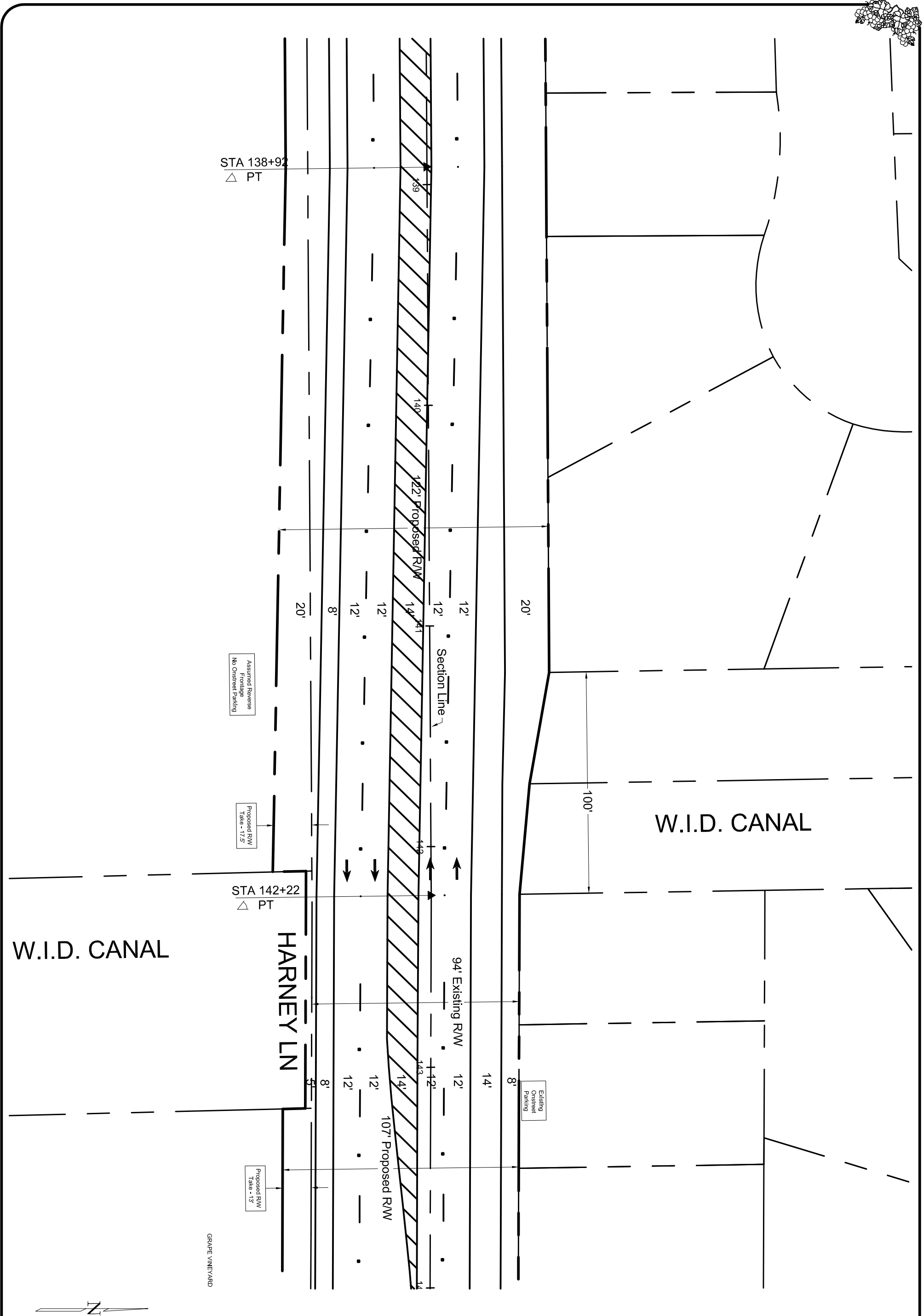


CITY OF LODI  
PUBLIC WORKS DEPARTMENT  
221 WEST PINE STREET  
LODI, CALIFORNIA 95240  
PHONE (209) 333-6706  
FAX (209) 333-6710  
E-MAIL: pwdept@lodi.gov  
WEB SITE: www.lodi.gov

Harney Ln  
Road Widening  
Lower Sacramento Rd

PROJECT NO.	007D006-01
REVISION NO.	01
DATE	
BY	





007D006-03

3 of 8

03

Harney Ln  
Road Widening  
W.I.D. Canal

CITY OF LODI

PUBLIC WORKS DEPARTMENT

221 WEST PINE STREET


LODI, CALIFORNIA 95240

PHONE (209) 333-6706

FAX (209) 333-6710

E-MAIL [pwdepr@lodigov](mailto:pwdepr@lodigov)

WEB SITE [www.lodigov](http://www.lodigov)



HORIZONTAL SCALE  
1" = 20'

VERTICAL SCALE

DRAWN  
CB

DATE

DESIGNED  
JP

DATE

APPROVED

DATE

PROJECT NUMBER


CITY ENGINEER  
TODD E. WEBB

NO.	REVISION	DATE	BY

CAUTION

0 1/2 1

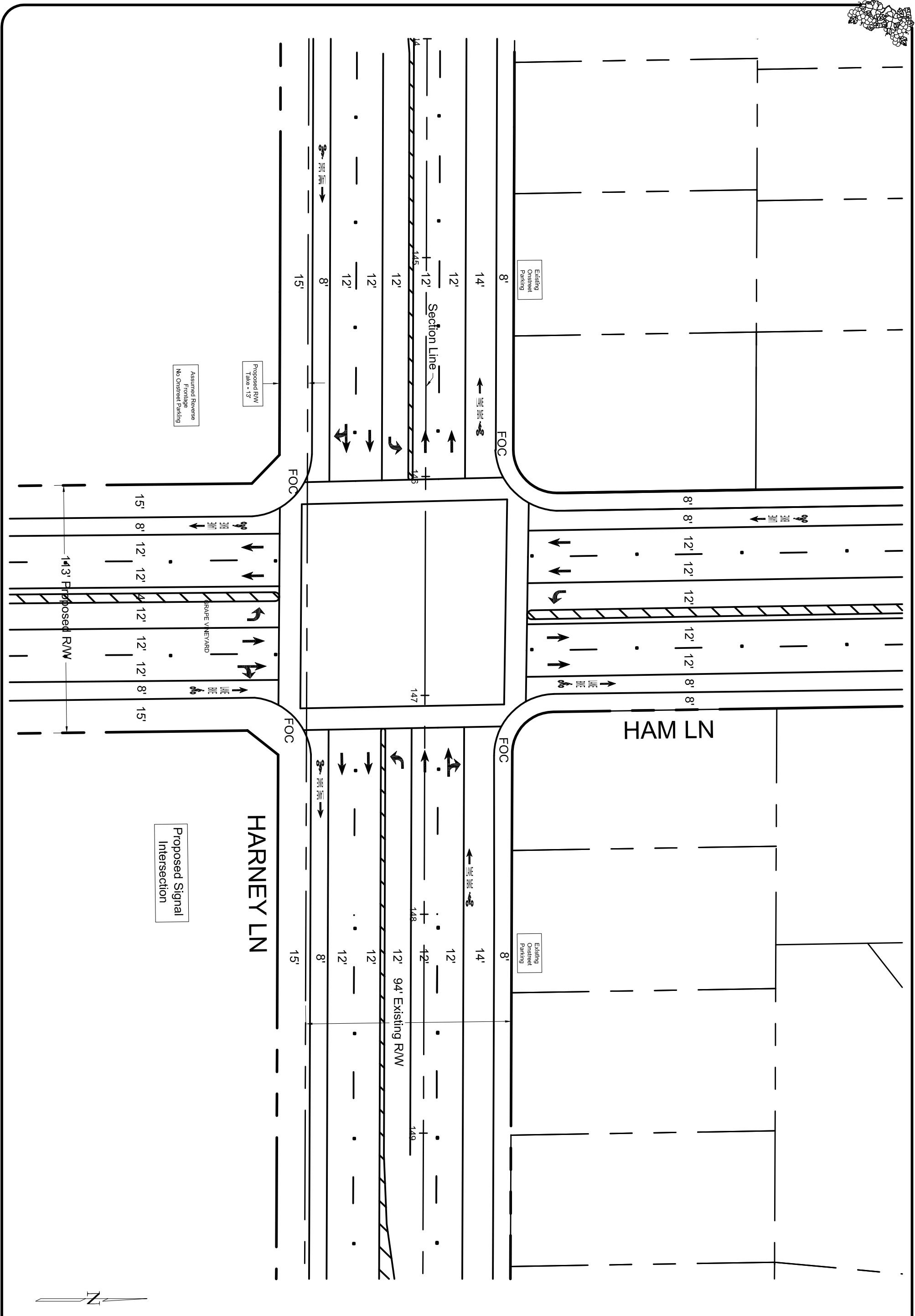
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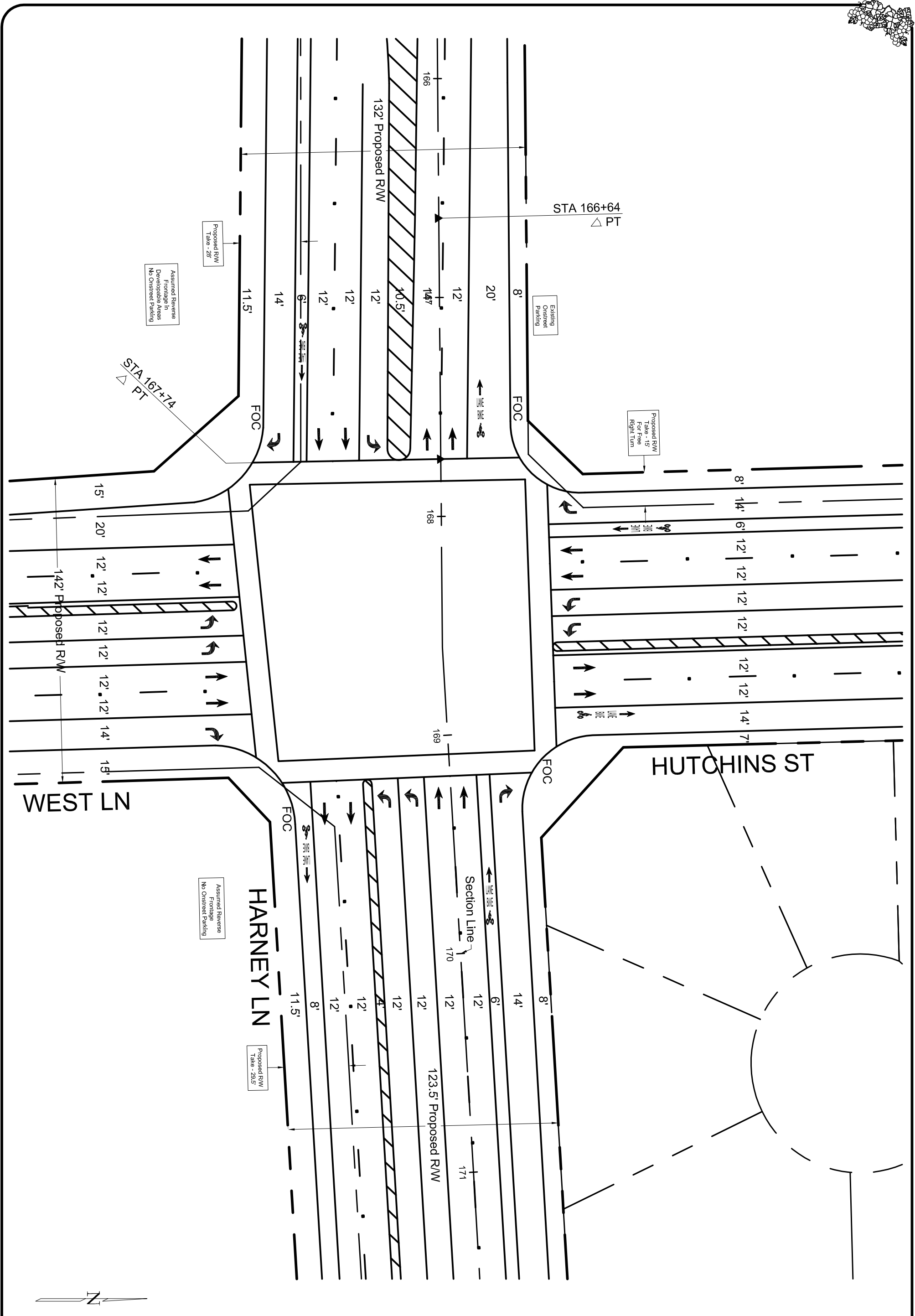


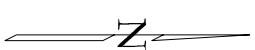
SAFETY BEFORE YOU DRIVE




800-227-2600

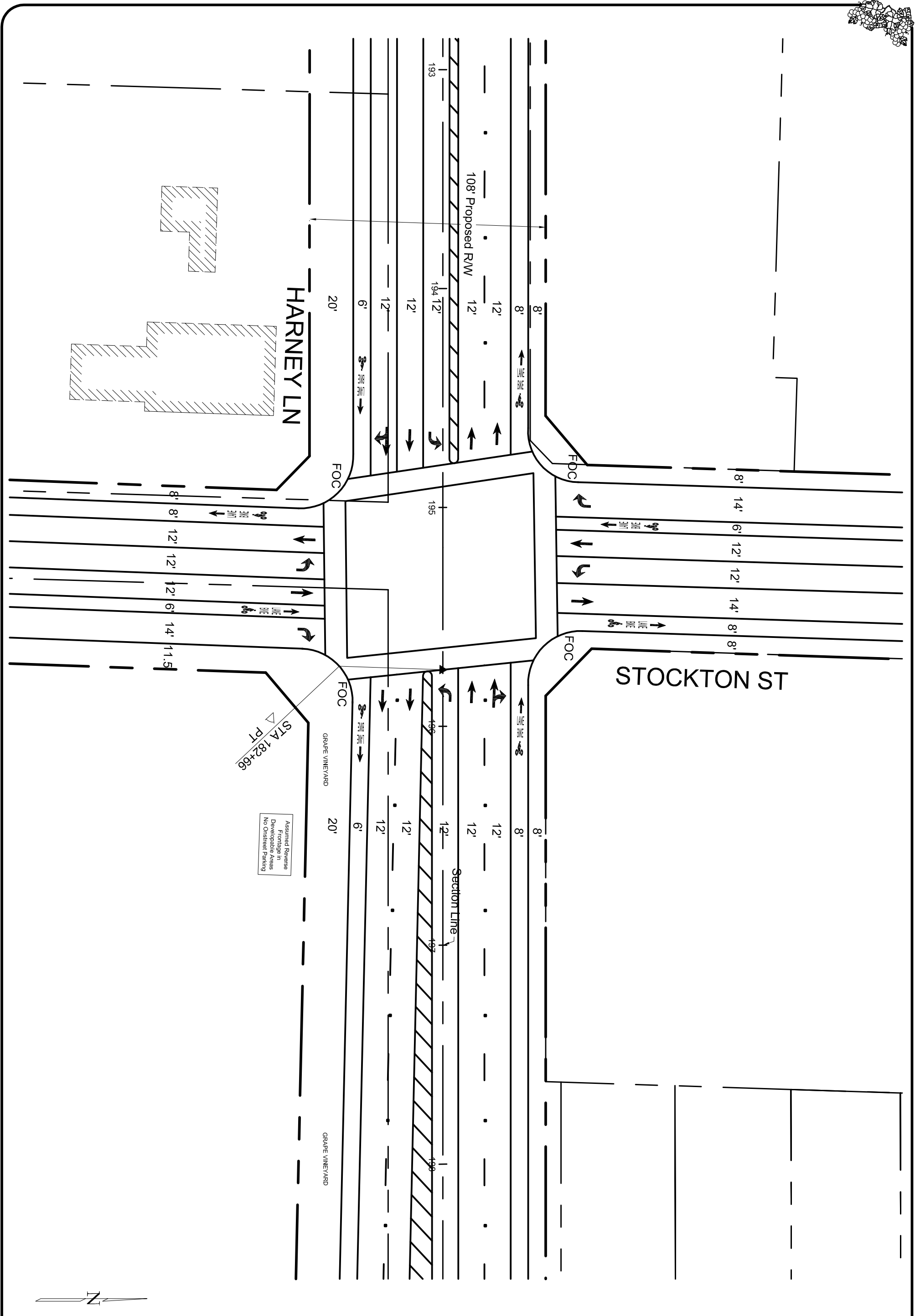
SAFETY







007D0006-06	SHEET NO.  06	SHEET DATE  6 OF 8	<p>Harney Ln Road Widening U.P.R.R.</p>	<p><b>CITY OF LODI</b> PUBLIC WORKS DEPARTMENT 221 WEST PINE STREET LODI, CALIFORNIA 95240 PHONE (209) 333-6706 FAX (209) 333-6710 E-MAIL: <a href="mailto:pwdcpr@lodi.gov">pwdcpr@lodi.gov</a> WEB SITE: <a href="http://www.lodi.gov">www.lodi.gov</a></p> 	<p>VERTICAL SCALE</p> <p>1" = 20'</p>	<p>SECTION</p> <p>CB</p>	<p>DRAWN</p> <p>JP</p>	<p>NO.</p>	<p>REVISION</p>	<p>DATE</p>	<p>BY</p>	<p>CAUTION</p> <p>0 1/2 1</p> <p>Do not scale drawing if this bar does not measure 1 inch.</p>  <p>CITY OF LODI CALIFORNIA BEFORE YOU DRILL CALL 800-227-7600 P.L.E.</p> 
					<p>VERTICAL SCALE</p> <p>CHECKED</p> <p>DATE</p>	<p>APPROVED</p> <p>DATE</p>	<p>PROJECT NUMBER</p> <p>CITY ENGINEER</p> <p>PROJ. NO. 0006</p>					





## **Appendix B**

Schedules 1 thru 4  
Harney Lane  
Western City Limits to Highway 99

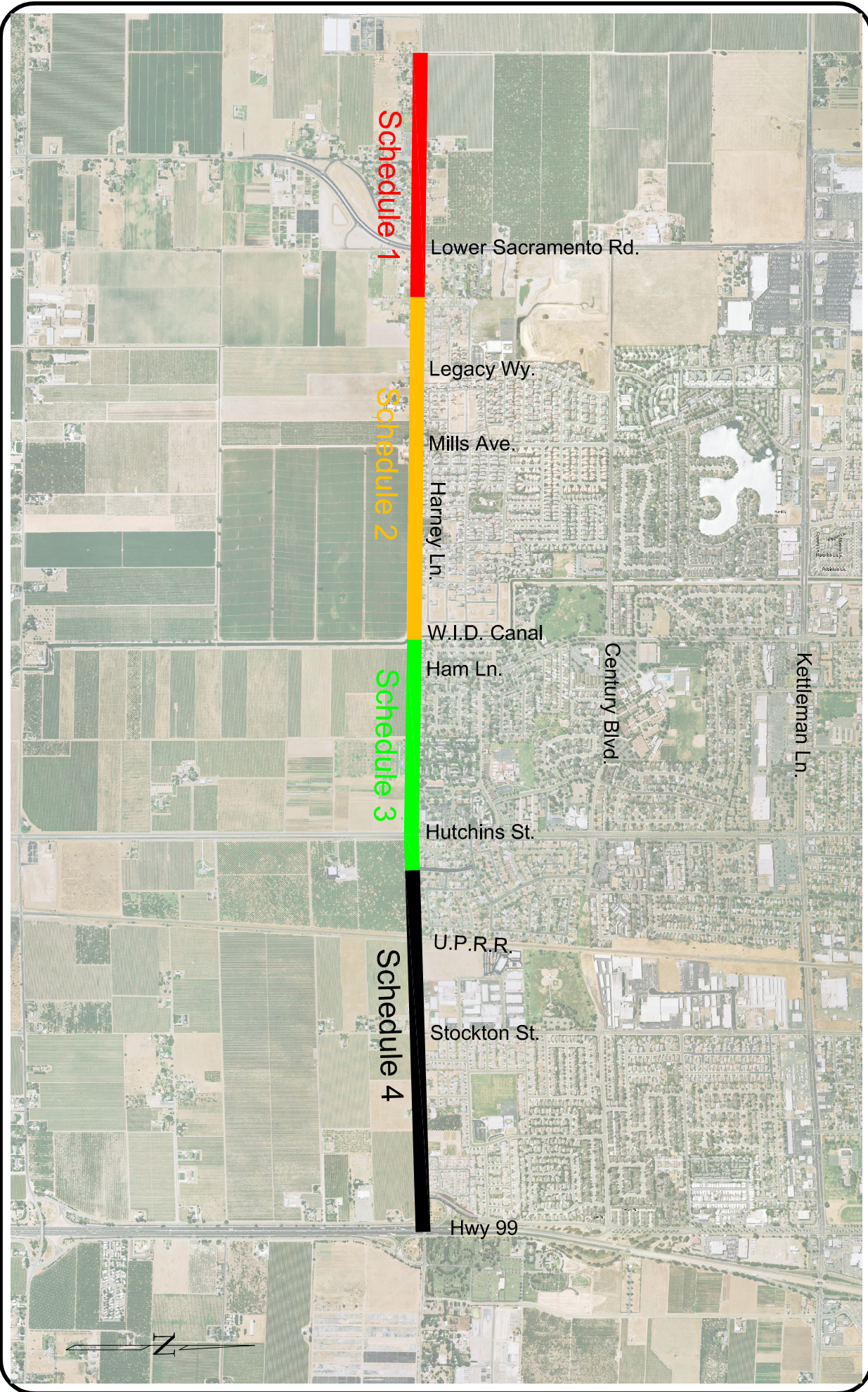




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Exhibit 1 - Schedules 1 thru 4 Harney Ln Stockton Street to Western City Limits







# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Exhibit 2 - Schedule 1 Harney Ln Western City Limits to Legacy Estates



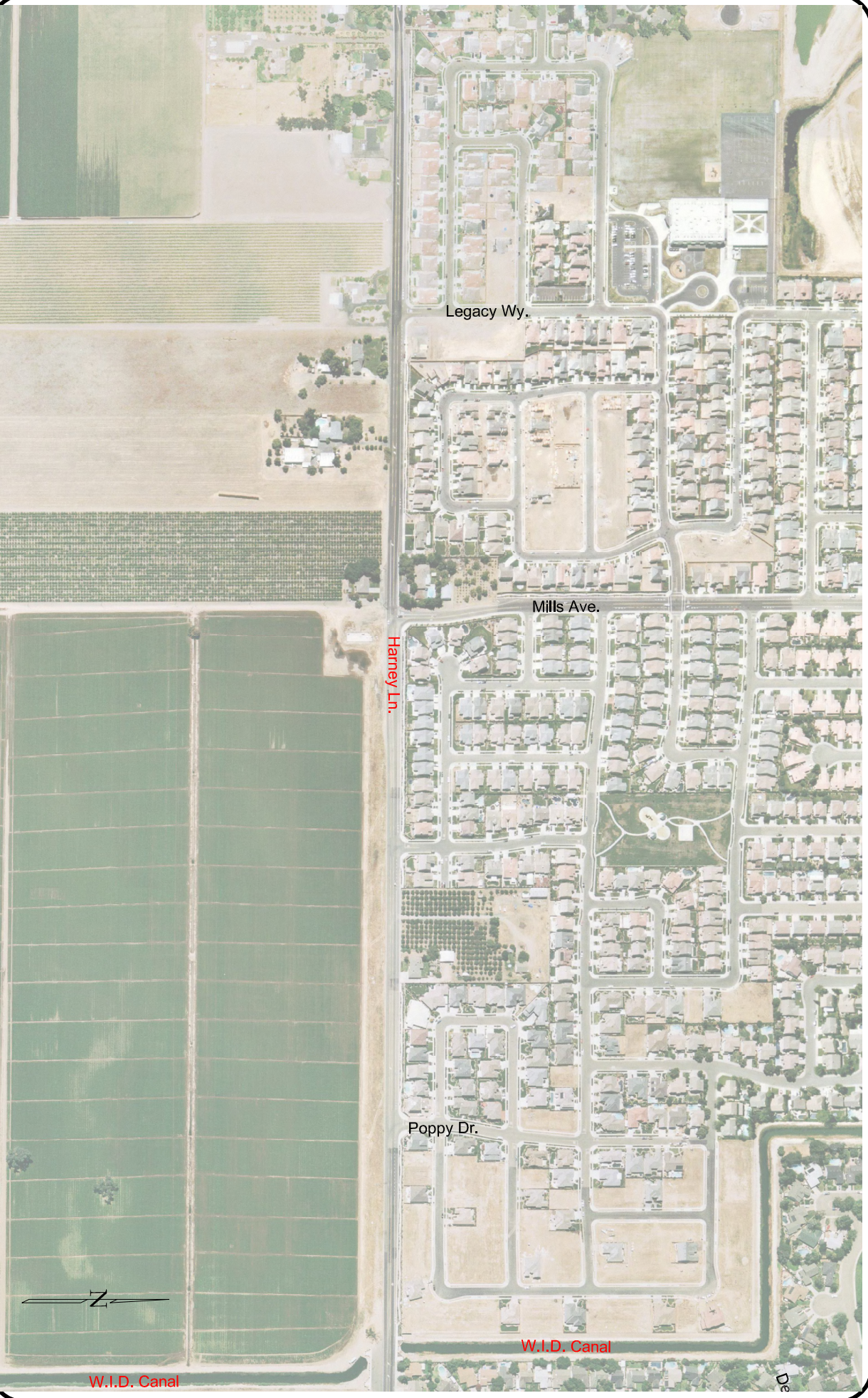




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Exhibit 3 - Schedule 2 Harney Ln Legacy Estates to W.I.D. Canal







CITY OF LODI  
PUBLIC WORKS DEPARTMENT

Exhibit 4 - Schedule 3  
Harney Ln  
W.I.D. Canal to U.P.R.R.







# CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 5 - Schedule 4  
Harney Ln  
U.P.R.R. TO Hwy. 99



## **Appendix C**

### Consultant Agreement

## **AGREEMENT FOR CONSULTING SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and \_\_\_\_\_ (hereinafter "CONSULTANT").

#### **Section 1.2 Purpose**

CITY selected the CONSULTANT to provide the conceptual design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Harney Lane Widening project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY one full-size and reduced (11" x 17") reproducible set of the final design improvement plans, electronic file(s) for same, and other project deliverables for the Harney Lane Widening project, as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.



### **Section 2.3 Meetings**

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

### **Section 2.4 Staffing**

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

### **Section 2.5 Subcontracts**

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

## **ARTICLE 3 COMPENSATION**

### **Section 3.1 Compensation**

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2 Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

### **Section 3.3 Costs**

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

## **ARTICLE 4 MISCELLANEOUS PROVISIONS**

### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 Responsibility for Damage**

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

**Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.4 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

**Section 4.5 Insurance Requirements for CONSULTANT**

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$2,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$2,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$2,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Ea. Person

\$2,000,000 Bodily Injury - Ea. Occurrence

\$2,000,000 Property Damage - Ea. Occurrence

or

\$2,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**Section 4.7 Attorney's Fees**

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

**Section 4.8 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     Richard C. Prima, Jr., Public Works Director  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910

To CONSULTANT: \_\_\_\_\_  
                                     \_\_\_\_\_  
                                     \_\_\_\_\_  
                                     \_\_\_\_\_

**Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

**Section 4.11 CONSULTANT is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

**Section 4.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.14 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
BLAIR KING  
CITY MANAGER

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
CITY ATTORNEY

By: \_\_\_\_\_  
Its: \_\_\_\_\_





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Purchase of Heavy-Duty Equipment Lift from Municipal Maintenance Equipment, Inc., of Sacramento (\$83,175), and Appropriating Additional Funds (\$3,170)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving purchase of a heavy-duty equipment lift from Municipal Maintenance Equipment, Inc., of Sacramento, in the amount of \$83,174.60; and appropriating funds in accordance with the recommendation shown below.

**BACKGROUND INFORMATION:** A new heavy-duty lift is required for the new Municipal Service Center (MSC) Transit Vehicle Maintenance Facility because the existing, old, in-ground units cannot be relocated. This heavy-duty equipment lift will provide safe lifting capacity for the heaviest of the City's equipment, vehicles, and transit busses, and will be utilized on a daily basis.

Staff realized, in planning for the new Vehicle Maintenance Facility, that the City of Lodi could save money by providing some of the needed equipment as "owner furnished, contractor installed" rather than including them in the building construction contract, saving what is typically a 5% to 15% contractor mark-up. This heavy-duty equipment lift will be the largest, and most expensive, of these items.

Staff originally planned to recommend a heavy-duty lift rated at 50,000 pounds lifting capacity and budgeted to pay for it solely with Transit Facilities Upgrade Funds in the current fiscal year. However, the Water Services Division's sewer vacuum trucks exceed that weight, and a larger, 75,000 pound equipment lift would be required. Purchasing a higher capacity lift would be much more economical than purchasing a second lift. The relatively small incremental cost to purchase the 75,000 pound equipment lift should come from Water and Wastewater funds. Funds are available in the Wastewater Capital Equipment Fund, and an appropriation of \$3,170 is needed from the Water Capital Equipment Fund.

Diede Construction, who was just awarded the contract to construct the MSC Transit Vehicle Maintenance Facility, has requested the exact design and installation specifications for the new heavy-duty lift in order to meet the City's schedule. In order to comply with this request, staff's recommendation is to purchase the heavy-duty equipment lift through another contract rather than seeking our own bids. The City of San Jose prepared heavy-duty equipment lift specifications which meet the exact needs of the City of Lodi requirements and received competitive bids. The City of Lodi can purchase the heavy-duty equipment lift under the City of San Jose's contract. Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or

APPROVED: \_\_\_\_\_  
Blair King, City Manager

negotiation procedures. Purchasing under the City of San Jose's contract will save the City of Lodi staff time, secure a good price based on competitive bids, provide a unit that meets the needs of the City in the most timely manner, and allow us to provide Diede Construction the information they need.

**FISCAL IMPACT:** Purchase of the heavy duty lift will provide a critical component of the City's new Transit Maintenance Shop Facility, allowing services and repairs to be made more efficiently and safely.

<b>FUNDING AVAILABLE:</b>	Transit Facilities Upgrade (125079)	\$76,834.60
	Wastewater Capital Equipment (1711201)	\$3,170.00
	Appropriation: Water Capital Equipment (1811201)	\$3,170.00

---

Kirk Evans, Budget Manager

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by Dennis Callahan, Fleet and Facilities Manager

RCP/DJC/pmf

cc: Dennis Callahan, Fleet and Facilities Manager  
Tiffani Fink, Transportation Manager  
Charlie Swimley, Water Services Manager  
Randy Laney, Fleet Supervisor

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE PURCHASE OF HEAVY-DUTY  
EQUIPMENT LIFT AND FURTHER APPROPRIATING  
FUNDS

=====

WHEREAS, a new heavy-duty equipment lift is required for the new Municipal Service Center (MSC) Transit Vehicle Maintenance Facility; and

WHEREAS, exact design and installation specifications for the new heavy-duty equipment lift are needed by the contractor constructing the new MSC Transit Vehicle Maintenance Facility in order to meet the City's construction schedule; and

WHEREAS, the lifting capacity of the lift that was originally planned would not accommodate the Water Services Division's sewer vacuum trucks and purchasing a higher capacity lift would be more economical than purchasing a second lift. The relatively small incremental cost to purchase the 75,000-pound equipment lift should come from Water and Wastewater funds.

WHEREAS, to expedite the purchase, staff recommends purchasing the heavy-duty equipment lift through another contract rather than seeking bids. The City of San Jose prepared heavy-duty equipment lift bid specifications which meet or exceed the needs of the MSC Transit Vehicle Maintenance Facility. The specifications were competitively bid by the City of San Jose. Municipal Maintenance Equipment, Inc., of Sacramento, was the successful low bidder. Municipal Maintenance Equipment, Inc., has agreed to provide the heavy-duty equipment lift to the City of Lodi at the same bid price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase of a heavy-duty equipment lift from Municipal Maintenance Equipment, Inc., of Sacramento, California, utilizing the City of San Jose contract at a cost of \$83,174.60; and

BE IT FURTHER RESOLVED that funds in the amount of \$3,170.00 be appropriated from the Water Capital Equipment Fund for this purchase.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Purchase Solid-State Meters from Itron, Inc. of Spokane, WA (\$93,000) (EUD)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to approve the purchase of 384 Solid-State Meters with Interval Data Module (IDM) R300 from Itron, Inc. of Spokane, WA in the amount not to exceed \$93,000.

**BACKGROUND INFORMATION:** As per Resolution No. 2005-64 dated April 6, 2005, the City Council approved the standardization of solid-state meters for residential and small commercial customers with Itron of Spokane, Washington. Itron solid-state meters are widely used in the power industry and are scalable to Automatic Meter Reading (AMR) application.

It is a goal of the City's water and electric utilities to advance meter reading from the usual "walk by" manual process to a more automated meter reading approach. The proposed meters contain the necessary electronic modules to support such enhanced meter reading automation.

These meters are needed on an on-going basis for replacement of damaged, tampered or inaccurate units. Other planned meter applications include new development projects, difficult-to-read sites, areas difficult to access by Meter Readers and a pilot project for combined water and power AMR implementation at the Park West area. Staff recommends procurement of the Itron solid-state meters.

**FISCAL IMPACT:** Estimated cost is \$93,000.

**FUNDING AVAILABLE:** Appropriate \$93,000 from Electric Bond Proceeds.

**Funding Approval:** \_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
George F. Morrow  
Electric Utility Director

**PREPARED BY:** Demy Bucaneg, Jr., P.E., Manager, Engineering & Operations

GFM/DB/lst

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2007-----

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING PURCHASE OF SOLID-STATE METERS  
FOR RESIDENTIAL AND SMALL COMMERCIAL  
APPLICATIONS

=====

WHEREAS, the City Council adopted Resolution No. 2005-64 on April 6, 2005, standardizing the purchase of solid-state meters for residential and small commercial customers with Itron, Inc., of Spokane, Washington; and

WHEREAS, meters are needed on an on-going basis for replacement of damaged, tampered, or inaccurate units and are used in new development projects, difficult-to-read sites, and areas difficult to access by Meter Readers; and

WHEREAS, staff recommends the purchase of 384 solid-state meters with Interval Data Module (IDM) R300 from Itron, Inc., of Spokane, Washington, in an amount not to exceed \$93,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of 384 solid-state meters with IDM R300 from Itron, Inc., of Spokane, Washington, in an amount not to exceed \$93,000.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007----- was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-----



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for City of Lodi Public Library Lighting Retrofit to Quantum Energy Solutions, of Rancho Murieta (\$36,967)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the attached contract for the City of Lodi Public Library Lighting Retrofit project to Quantum Energy Solutions, of Rancho Murieta, in the amount of \$36,967.

**BACKGROUND INFORMATION:** This project consists of replacing specified internal lighting fixture components in the City of Lodi Public Library, at 201 West Locust Street, Lodi, and other incidental and related work, all as shown on the plans and specifications for the above project.

Plans and specifications for this project were approved on October 3, 2007. On November 7, 2007, the City received the following five bids for this project.

Bidder	Location	Bid (Including Alternate)
Engineer's Estimate		\$38,000.00
Quantum Energy Solutions	Rancho Murieta	\$36,966.52
K & L General Engineering	Sacramento	\$38,170.62
Fluoresco Lighting & Signs	West Sacramento	\$55,344.00
Emard Electric	Loomis	\$59,252.00
Vitale Electric	Lodi	\$83,308.00

After reviewing the bids, staff recommends awarding the optional bid alternate which includes the retrofit of an additional nine existing suspended box lighting fixtures.

**FISCAL IMPACT:** The retrofitted light fixtures will reduce operating expenses in the utility category by being energy efficient, repair costs will be substantially reduced, and Facilities Services staff will spend less time maintaining lights at the Library.

**FUNDING AVAILABLE:** Funding for this project will come from Public Benefit Funds (164605).

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager  
RCP/DJC/pmf  
Attachment

cc: Steve Schwabauer, City Attorney  
Nancy Martinez, Library Services Director

Purchasing Officer  
Rob Lechner, Manager of Customer Services and Programs

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**CITY OF LODI PUBLIC LIBRARY  
LIGHTING RETROFIT PROJECT**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and QUANTUM ENERGY SOLUTIONS, herein referred to as the "Contractor."

**W I T N E S S E T H :**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special General Conditions
- Bid Proposal
- Contract
- Plans

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

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ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Payment," of the General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Facilities Manager under them, to-wit:

Perform the work and furnish all labor and equipment necessary to replace specified internal lighting fixture components in the City of Lodi Public Library, at 201 West Locust Street, Lodi, California, and other incidental and related work, all as shown on the plans and specifications for the above project.

#### **CONTRACT ITEMS**

ITEM NO.	DESCRIPTION	UNIT	TOTAL PRICE
1.	Retrofit Existing Library Lighting Fixtures	LS	\$ 33,508.00
2.	Retrofit of Additional Nine (9) Existing Suspended Box Library Lighting Fixtures	LS	\$ 3,458.52
	TOTAL		\$ 36,966.52

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ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII – Not applicable (grades/easements)

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract.

Period of Contract Not applicable.

Option to Renew Not applicable.

Price Adjustment Not applicable.



Assignment The Contractor shall not assign nor shall not attempt to assign this agreement without the written consent of the City having been first obtained.

Damages The Contractor will report to the Facilities Manager any damages caused by the Contractor's employees or equipment to any public facilities and equipment, and repair same at Contractor's expense.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



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RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE CONTRACT FOR CITY OF LODI  
PUBLIC LIBRARY LIGHTING RETROFIT PROJECT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 7, 2007, at 11:00 a.m. for the contract for City of Lodi Public Library Lighting Retrofit Project, described in the specifications therefore approved by the City Council on October 3, 2007; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder/Location</u>	<u>Bid Amount</u>
Engineer's Estimate	\$38,000.00*
Quantum Energy Solutions, Rancho Murieta	\$36,966.52*
K & L General Engineering, Sacramento	\$38,170.62*
Fluoresco Lighting & Signs, West Sacramento	\$55,344.00*
Emard Electric, Loomis	\$59,252.00*
Vitale Electric, Lodi	\$83,308.00*

\* Includes Alternate Bid Item

WHEREAS, staff recommends award of the contract for City of Lodi Public Library Lighting Retrofit Project be made to the low bidder, Quantum Energy Solutions, of Rancho Murieta, California, in the amount of \$36,966.52, which includes the Alternate Bid Item.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for City of Lodi Public Library Lighting Retrofit Project be made to the low bidder, Quantum Energy Solutions, of Rancho Murieta, California, in the amount of \$36,966.52, which includes the Alternate Bid Item.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for City-Funded Maintenance of Landscape Areas for 2008 to Odyssey Landscaping Company, Inc., of Stockton (\$148,560)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding the contract for City-Funded Maintenance of Landscape Areas for 2008, January 1, 2008 through June 30, 2008, to Odyssey Landscaping Company, Inc., of Stockton, in the amount of \$148,560.

**BACKGROUND INFORMATION:** This project provides for the contract landscape maintenance of the 168 landscaped sites in the public right-of-way, public buildings, parking lots, the Multimodal Station and the White Slough Water Pollution Control Facility. In the past year, additional sites were added that included the center median on Lower Sacramento Road south of Kettleman Lane and Westgate Drive. The total acreage of the contract now exceeds 45 acres.

This bid consisted of three separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas, Group B – Maintenance of Lower Sacramento Road and Adjacent Landscape Areas, and Group C – Maintenance of Cherokee Lane and Adjacent Landscape Areas. The groups may be awarded separately to multiple contractors or together as one contract. Based on the bid results, staff recommends awarding all three groups to Odyssey Landscaping Company.

The specifications were approved on October 17, 2007, and are on file in the Public Works Department. The City mailed out thirteen bid packets. The City received the following three bids on October 31, 2007:

Bidder	Location	Bid
Engineer's Estimate		\$225,000
East Bay Construction Company, Inc.	Livermore	\$773,262
Odyssey Landscaping Company, Inc.	Stockton	\$148,560
Sunworld	Sacramento	\$300,173*

\*The bid submitted by Sunworld did not include the required 10 percent bid bond and so is considered non-responsive. This does not affect the outcome of the award.

**FISCAL IMPACT:** This annual contract maintains the existing landscape sites at a frequency level of once a month. This work is separate from the landscape maintenance locations included in the various Landscape Maintenance Assessment Districts that have been established in new developments. Maintenance work at those locations is done more frequently.

**FUNDING AVAILABLE:** The money for this project will be coming from the 2007/08 Operating Budget (General Fund, Utility, and Transit accounts).

102011.7335	170403.7335	3215036.7335	210801.7335	180453.7335
103511.7335	170404.7335	3215042.7335	125052.7335	160652.7335

Kirk Evans  
Budget Manager

Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
RCP/GMB/CJ/dsg  
cc: F. Wally Sandelin, City Engineer/Deputy Public Works Director

George M. Bradley, Streets and Drainage Manager

APPROVED: \_\_\_\_\_

Blair King, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and Odyssey Landscaping Company, Inc., herein referred to as "**Contractor**".

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Vicinity Maps

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance of landscaped areas.

ARTICLE II The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE III And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

ARTICLE IV By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL ANNUAL PRICE</u>
<b><u>EXHIBIT GROUP A</u></b>				
1	TURF SITES PER GROUP A - MOWING, PRUNING, WEED CONTROL, LITTER PICK UP AS PER SPECIFICATIONS	1	LS \$ 4,400	\$ 52,800
<b><u>EXHIBIT GROUP B</u></b>				
2	SITES PER GROUP B - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS	1	LS \$ 4,950	\$ 59,400
<b><u>EXHIBIT GROUP C</u></b>				
3	SITES PER GROUP C - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS	1	LS \$ 2,017	\$ 24,200
<b><u>ADDITIONAL IRRIGATION BID</u></b>				
<b><u>EXHIBIT GROUP A</u></b>				
4	ANNUAL IRRIGATION MAINTENANCE, BID INCLUDES ALL LABOR AS NEEDED TO MAINTAIN IRRIGATION AS PER SPECIFICATIONS FOR EACH GROUP	1	LS \$ 313	\$ 3,760
<b><u>EXHIBIT GROUP B</u></b>				
5	ANNUAL IRRIGATION MAINTENANCE, BID INCLUDES ALL LABOR AS NEEDED TO MAINTAIN IRRIGATION AS PER SPECIFICATIONS FOR EACH GROUP	1	LS \$ 467	\$ 5,600
<b><u>EXHIBIT GROUP C</u></b>				
6	ANNUAL IRRIGATION MAINTENANCE, BID INCLUDES ALL LABOR AS NEEDED TO MAINTAIN IRRIGATION AS PER SPECIFICATIONS FOR EACH GROUP	1	LS \$ 233	\$ 2,800

**ARTICLE V** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JANUARY 1, 2008 THROUGH DECEMBER 31, 2008, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10<sup>TH</sup> OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI

A Municipal Corporation

\_\_\_\_\_  
Blair King  
City Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

\_\_\_\_\_  
Date

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE CONTRACT FOR CITY-FUNDED  
MAINTENANCE OF LANDSCAPE AREAS FOR 2008

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 31, 2007, at 11:00 a.m. for City-Funded Maintenance of Landscape Areas for 2008, described in the specifications therefore approved by the City Council on October 17, 2007; and

WHEREAS, said bid has been checked and tabulated and a report thereof filed with the City Manager as follows:

<b><u>Bidder</u></b>	<b><u>Bid</u></b>
<b>Engineers Estimate</b>	<b>\$225,000</b>
East Bay Construction, Livermore, CA	\$773,262
Sunworld, Sacramento, CA	\$300,173*
Odyssey Landscaping Company, Inc., Stockton, CA	\$148,560

\*The bid submitted by Sunworld did not include the required 10 percent bid bond and is considered non-responsive .

WHEREAS, staff recommends awarding the bid for Maintenance of Landscape Areas for 2008 to the low bidder, Odyssey Landscaping Company, Inc., of Stockton, California.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the bid for Maintenance of Landscape Areas for 2008, be and the same is hereby awarded to Odyssey Landscaping Company, Inc., of Stockton, California, in the amount of \$148,560, for the period January 1, 2008 through December 31, 2008.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held November 21, 2007, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007 - \_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for the Elm Street Overlay 2007 Project

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept the improvements under the Elm Street Overlay 2007 contract.

**BACKGROUND INFORMATION:** The project was awarded at the May 2, 2007 Council meeting to DSS Engineering Company, of Stockton, in the amount of \$374,833.

This project consisted of furnishing and installing approximately 3,650 tons of asphalt concrete, furnishing and installing pavement fabric, performing pavement and edge grinding, adjusting manhole and water valve frames to grade, furnishing and installing traffic detection loops, performing striping, furnishing and installing approximately 455 linear feet of 2-inch waterline (for the landscaped median irrigation system), and other incidental and related work, all as shown on the plans and specifications for the above project.

The final contract price was \$393,691. The difference between the contract amount and the final contract price was due to adjustments in the contract quantities. The final pay quantity for the asphalt concrete was 278 tons more than the engineer's estimate of 3,368 tons. This additional tonnage increased the contract by \$15,846. The final pay quantities for adjusting manhole frames and covers to grade and for adjusting water valve frames and covers to grade were also more than what was originally estimated (two more manhole frames and covers and three more water valve frames and covers) and there were also 148 more reflective pavement markers installed. The additional utility frame and cover adjustments and the additional reflective pavement markers added another \$3,014 to the total cost of the project.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

**FISCAL IMPACT:** In the near term, maintenance costs will be reduced. As the pavement ages, pavement maintenance steps will be initiated.

<b>FUNDING AVAILABLE:</b>	Measure K Local Street Repair funds	\$374,833.00
	Water/Wastewater Capital Maintenance funds	\$ 18,858.29

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Wes Fujitani, Senior Civil Engineer  
RCP/WF/pmf  
cc: Streets and Drainage Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for the Asphalt Rubber Cape Seal, Various Streets, 2007 Project

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept the improvements under the Asphalt Rubber Cape Seal, Various Streets, 2007 Project contract.

**BACKGROUND INFORMATION:** The project was awarded at the July 18, 2007 Council meeting to International Surfacing Systems, Inc., of Modesto, in the amount of \$399,432.68.

This project consisted of the rehabilitation and resurfacing of approximately 64,500 square yards of various City streets with a layer of an asphalt rubberized chip seal, followed by a layer of slurry seal, and other incidental and related work, all as shown on the plans and specifications for the project.

The final contract price was \$477,621.29. The difference between the contract amount and the final contract price was due to two contract change orders. Contract Change Order No. 1, in the amount of \$76,748.01, added Harney Lane (between Ham Lane and Hutchins Street) to the scope of work for this project. At its July 18 meeting, Council approved the appropriation of additional funds for this work as part of the award package. Contract Change Order No. 2, in the amount of \$1,440.60, compensated the contractor for revisions made to the striping layout at various intersections.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

**FISCAL IMPACT:** There should be a slight decrease in short-term street maintenance costs.

<b>FUNDING AVAILABLE:</b>	Measure K	\$239,780.98
	Street Fund	\$240,000.00

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by Wes Fujitani, Senior Civil Engineer  
RCP/WF/pmf  
cc: Streets and Drainage Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Improvement Agreement for Public Improvements for 3021 South Cherokee Lane (Blue Shield)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving the attached Improvement Agreement for the Public Improvements for 3021 South Cherokee Lane and direct the City Manager and City Clerk to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The project is located at 3021 South Cherokee Lane and consists of an office building for Blue Shield of California.

The developer, Blue Shield of California, has furnished the City with improvement plans, necessary agreements, guarantees and insurance certificate for the proposed project. The developer also paid the required Development Impact Mitigation Fees (\$1,242,192), as well as the improvement agreement preparation fee and other miscellaneous fees (\$13,700).

The improvements include installation of a public water main on the Blue Shield site.

**FISCAL IMPACT:** There will be a slight increase in long-term maintenance costs for the water main.

**FUNDING AVAILABLE:** The developer is responsible for all costs associated with the improvement agreement.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

RCP/LC/pmf

Attachment

cc: Senior Civil Engineer Fujitani  
Senior Civil Engineer Chang  
Todd Rudd

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

IMPROVEMENT AGREEMENT  
for the  
PUBLIC IMPROVEMENTS  
of  
3021 S Cherokee Lane  
Blue Shield

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and Blue Shield of California, hereinafter referred to as "Developer".

RECITALS:

Developer has applied to the City for issuance of a building permit allowing Developer to build on that parcel known as 3021 S Cherokee Lane.

Developer has requested issuance of the building permit (B19917) prior to the construction and completion of public improvements as required as a condition of approval of the construction of a new office shell building, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the development, hereinafter called "project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

The City will issue to Developer the building permit on the condition that Developer first enter into and execute this agreement with City and meet other City code requirements pertaining to building permit issuance.

This agreement is executed pursuant to the provisions of Title 15 of the Lodi Municipal Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 007D009-01 through 007D009-06, which are on file in the Public Works Department.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, street and storm drain facilities, police, fire, and general City facilities are being paid as a condition of the building permit issuance.

5. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

6. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an Addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

7. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

8. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

9. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

10. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime.

11. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement and repair or replacement of defective work under Paragraph 17 following;

and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance \$140,000.00  
Labor and Materials \$ 70,000.00

12. Warranty Security

Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the actual project cost as of two weeks before the hearing on project acceptance. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives project improvements shall commence upon the date of final acceptance for the entire project.

13. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 14 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

14. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in

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case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the subdivision property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate  
\$2,000,000 Property Damage - Each Occurrence/Aggregate  
or  
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person  
\$2,000,000 Bodily Injury - Each Occurrence  
\$2,000,000 Property Damage - Each Occurrence  
or  
\$2,000,000 Combined Single Limit

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Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

**NOTE:** Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

15. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

16. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

17. Repair or Reconstruction of Defective Work

If, within a period of 2 year after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

18. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

19. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without

express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

20. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

21. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the subdivision damaged as part of the construction of the required subdivision improvements is also the Developer's responsibility.

22. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted.

23. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

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24. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

25. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

26. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

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Notices required to be given to Developer's agent shall be addressed as follows:

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Notices required to be given to surety shall be addressed as follows:

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Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

27. Execution

In Witness Whereof, Developer and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

Blue Shield of California

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen D. Schwabauer, City Attorney

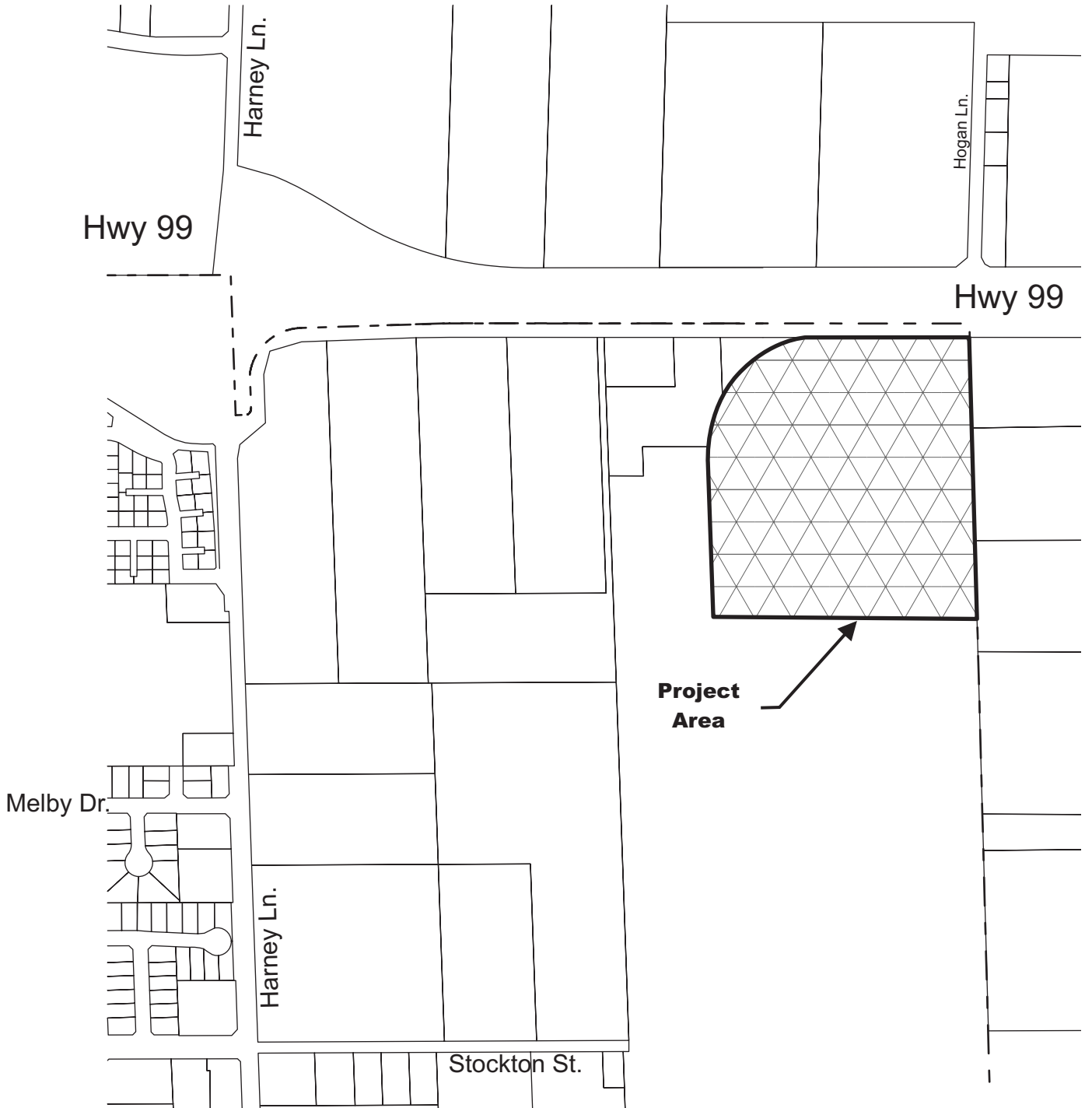




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT BLUE SHIELD PROJECT AREA



RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING IMPROVEMENT AGREEMENT  
FOR THE PUBLIC IMPROVEMENTS AT  
3021 SOUTH CHEROKEE LANE  
(BLUE SHIELD)

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement for Public Improvements at 3021 South Cherokee Lane (Blue Shield); and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager and City Clerk to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: November 21, 2007

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I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Improvement Agreement for Public Improvements at 955 North Guild Avenue

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt a resolution approving the Improvement Agreement for Public Improvements at 955 North Guild Avenue and authorizing the City Manager and City Clerk to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The project is located at 955 North Guild Avenue and consists of an office and warehouse space.

The developer, Gregory H. Carpenter, has furnished the City with improvement plans, necessary agreements, guarantees and insurance for the proposed project. The developer also paid the required improvement agreement preparation fee and other miscellaneous fees (\$10,704.30). Development Impact Mitigation Fees will be collected at the time of building permit issuance.

The public improvements include the installation of street pavement improvements, hydrants, and miscellaneous storm drainage system on Guild Avenue.

The project will also be annexed into the Lodi Consolidated Landscape and Maintenance District 2003-1 to cover the cost of maintenance for the future traffic signal at the Guild Avenue and Victor Road intersection and the landscape strip and median landscaping along Victor Road as well as street sweeping along Victor Road.

**FISCAL IMPACT:** There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities, and City services, such as police and fire.

**FUNDING AVAILABLE:** Not Applicable.

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Chris Boyer, Junior Engineer

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

IMPROVEMENT AGREEMENT  
for the  
PUBLIC IMPROVEMENTS  
of  
955 N. Guild Avenue

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and Gregory H. Carpenter, hereinafter referred to as "Developer".

RECITALS:

Developer has applied to the City for issuance of a building permit allowing Developer to build on that parcel known as 955 N. Guild Avenue.

Developer has requested issuance of the building permit (B20136) prior to the construction and completion of public improvements as required as a condition of approval of the construction of a new office/warehouse building, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the development, hereinafter called "project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

The City will issue to Developer the building permit on the condition that Developer first enter into and execute this agreement with City and meet other City code requirements pertaining to building permit issuance.

This agreement is executed pursuant to the provisions of Title 15 of the Lodi Municipal Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 007D008-01 through 007D008-06, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Natural gas line installation
- B. Telephone line installation
- C. Electrical system
- D. Street light installation and connection to City system
- E. Cable TV System



2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat
- B. Fire hydrant markers
- C. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, street and storm drain facilities, police fire, park and recreation and general City facilities are being paid as a condition of the building permit issuance (B20136).

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5. Lodi Consolidated Landscape and Maintenance District 2003-1

The developer shall provide for a prorated share of the on-going maintenance and replacement of certain public improvements in the vicinity of the Guild Avenue/Victor Road intersection by Annexation to the Lodi Consolidated Landscape and Maintenance District 2003-1 prior to final project acceptance. All costs associated with annexation to the District shall be the developer's responsibility.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

7. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an Addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City

Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

11. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime.

12. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement and repair or replacement of defective work under Paragraph 18 following; and an amount equal to at least 50% of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance \$141,200.00  
Labor and Materials \$70,600.00

13. Warranty Security

Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the actual project cost as of two weeks before the hearing on project acceptance. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives project improvements shall commence upon the date of final acceptance for the entire project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors',

agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate  
\$2,000,000 Property Damage - Each Occurrence/Aggregate  
or

\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person  
\$2,000,000 Bodily Injury - Each Occurrence  
\$2,000,000 Property Damage - Each Occurrence  
or  
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

**NOTE:** Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

16. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

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17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

18. Repair or Reconstruction of Defective Work

If, within a period of 2 year after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

19. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

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Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

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21. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the project damaged as part of the construction of the required project improvements is also the Developer's responsibility.

23. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted.

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Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession

.103

of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Greg Carpenter  
940 E. Victor Road  
Lodi, Ca 95240  
\_\_\_\_\_

Notices required to be given to Developer's agent shall be addressed as follows:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Notices required to be given to surety shall be addressed as follows:

Mark Roppo  
VRT Insurance Services  
500 12th Street Suite 340  
Oakland, Ca 94607

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. Execution

In Witness Whereof, Developer and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

OCT / 31 / 07  
Date

DEVELOPER(S)

Gregory H. Carpenter  
Gregory H. Carpenter

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen D. Schwabauer, City Attorney

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Acres: 2.59  
Date: 10/18/07

**Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)**  
**Construction Engineering & Staking @ 3% ±**  
**As-built Plans & Certifications**

TOTAL COST FOR ENGINEERING FEE CALCULATION

TOTAL IMPROVEMENT SECURITY AMOUNTS:

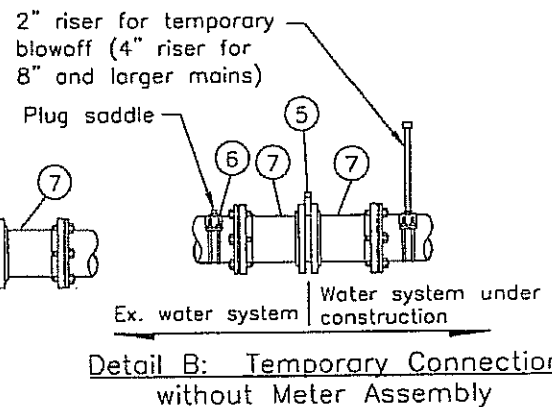
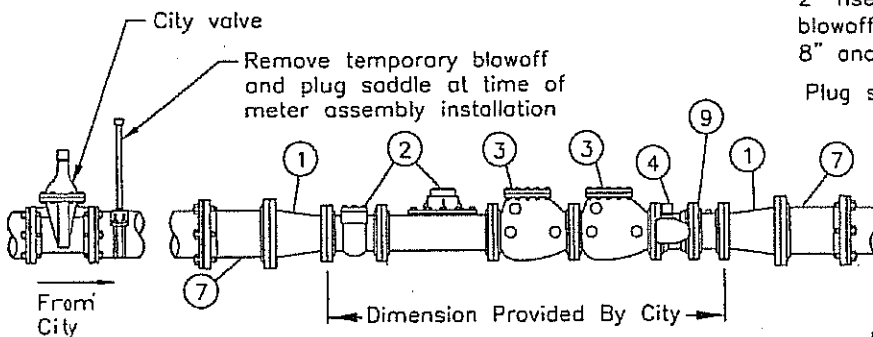
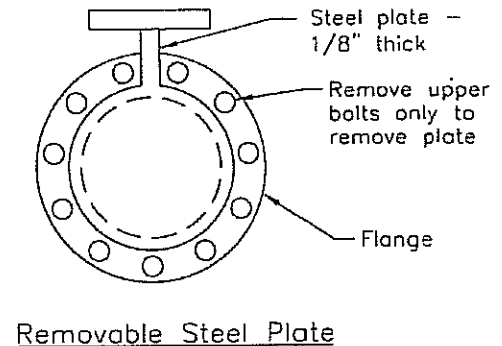
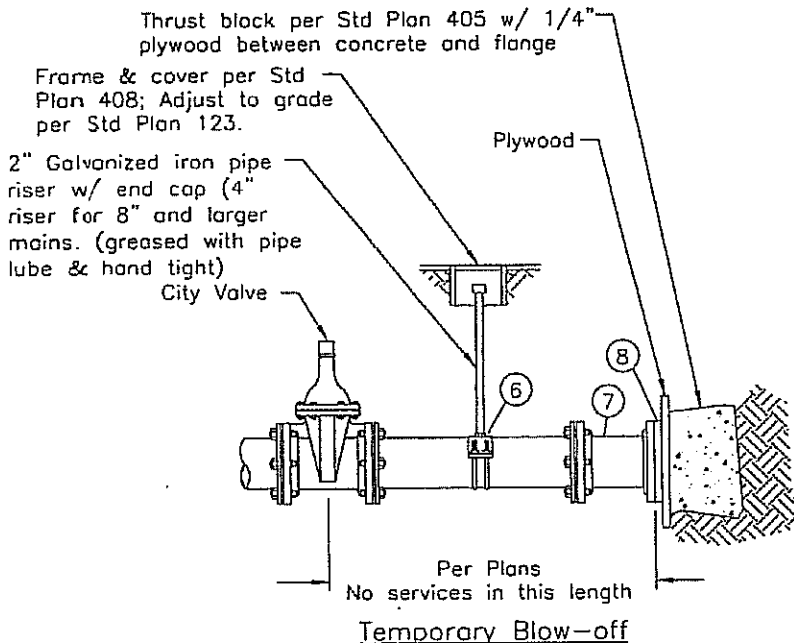
Faithful Performance:	100% of A & B	\$141,200.00
Labor & Materials:	50% of A & B	\$70,600.00
		<hr/>



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Temporary Water Blow-off and Connection Details



### Notes:

1. The Contractor shall not operate any City valves. 24 hours notice is required for operation by City.
2. All connections to the existing system shall be made per Details A or B. Upon acceptance of the new system, the Contractor shall remove the riser, plug the saddles and remove the steel plate. Contractor shall also remove the meter assembly and install a flanged spool. Meter assembly shall be returned to the City.
3. Contractor shall supply and install reducers on meter assembly where main is larger than 6".
4. City shall furnish meter assembly upon receipt of deposit. Meter assembly to be installed by Contractor.

Sheet 1 of 2

Dr. SN	No.	Date	Revision	Appr.	Approved By:	STD PLAN
	1	9/03	REDRAWN			
Ch. WS	2	2/05	REVISED METER SPOOL			
Date			ASSEMBLY DIMENSION			
02/02						

F. Wally Sandelin City Engineer R.C.E. 39895	2/2/05 Date
--	----------------

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# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Temporary Water Blow-off and Connection Details Materials List

### Fittings Legend:

- ① Flanged Reducer (Furnished by the Contractor)
- ② Meter with Strainer
- ③ Check Valve
- ④ Butterfly Valve
- ⑤ Removable Steel Plate.
- ⑥ Double Strap Malleable Iron Saddle
- ⑦ Adapter MJ/FLG, Full face flange only.  
(Furnished by the Contractor)
- ⑧ Blind Flange
- ⑨ 6" Flg x Flg spool w/ 2" tapped fitting

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Sheet 2 of 2

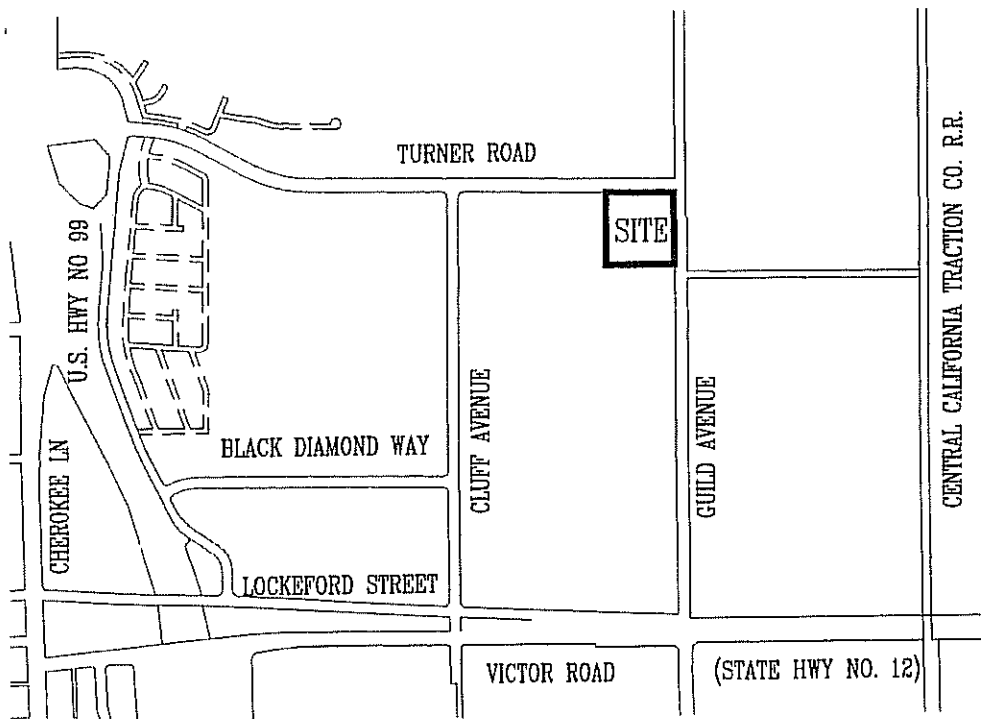
Dr. KT	No.	Date	Revision	Appr.	Approved By:		STD PLAN
	1	9/03	REDRAWN		<i>F. Wally Sandelin</i>	2/2/05	409
Ch. WS	2	2/05	REVISED PAGE 1		F. Wally Sandelin City Engineer R.C.E. 39895	Date	
Date	12/00						



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## 955 North Guild Avenue Vicinity Map



### VICINITY MAP

NOT TO SCALE

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING IMPROVEMENT AGREEMENT FOR  
THE PUBLIC IMPROVEMENTS AT 955 NORTH  
GUILD AVENUE

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement for Public Improvements at 955 North Guild Avenue; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager and City Clerk to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Improvement Agreement for the Public Improvements for 2126 Tienda Drive

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving the attached Improvement Agreement for the Public Improvements for 2126 Tienda Drive and direct the City Manager and City Clerk to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The project is located at 2126 Tienda Drive and consists of four duplex residential units.

The developer, Brittany, LLC, has furnished the City with improvement plans, necessary agreements, guarantees and insurance certificate for the proposed project. The developer also paid the required Development Impact Mitigation Fees (\$98,763) and the Kettleman Lane Lift Station Service Area Fees (\$12,079), as well as the improvement agreement preparation fee and other miscellaneous fees (\$4,759).

The improvement includes installation of a public water main on the project site.

**FISCAL IMPACT:** There will be a slight increase in long-term maintenance costs for the water main.

**FUNDING AVAILABLE:** The developer is responsible for all costs associated with the improvement agreement.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

RCP/LC/pmf

Attachment

cc: Senior Civil Engineer Fujitani  
Senior Civil Engineer Chang  
Brittany, LLC

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

IMPROVEMENT AGREEMENT  
for the  
PUBLIC IMPROVEMENTS  
of  
2126 Tienda Drive

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and BRITTANY LLC., a California Limited Liability Company, hereinafter referred to as "Developer".

RECITALS:

Developer has applied to the City for issuance of a building permit (#B17126) allowing Developer to build on that parcel known as 2126 Tienda Drive.

Developer has requested issuance of the building permit prior to the construction and completion of public improvements as required as a condition of approval of the site improvements, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the development, hereinafter called "project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

The City will issue to Developer the building permit on the condition that Developer first enter into and execute this agreement with City and meet other City code requirements pertaining to building permit issuance.

This agreement is executed pursuant to the provisions of Title 15 of the Lodi Municipal Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 006D007-01 and 006D007-02, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Natural gas line installation
- B. Cable TV system
- C. Telephone line installation
- D. Electrical system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary

or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. A 4-inch water service tap only. Trenching and backfill will be performed by the Developer.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, street and storm drain facilities are being paid as part of the building permit issuance conditions.

5. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

6. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

7. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

8. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

9. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

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10. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime.

11. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement and repair or replacement of defective work under Paragraph 16 following; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance \$14,900.00  
Labor and Materials \$ 7,450.00

12. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 13 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

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A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the subdivision property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury - Each Occurrence/Aggregate  
\$1,000,000 Property Damage - Each Occurrence/Aggregate  
or  
\$1,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Each Person  
\$1,000,000 Bodily Injury - Each Occurrence  
\$1,000,000 Property Damage - Each Occurrence  
or  
\$1,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

**NOTE:** Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

14. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

15. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

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16. Repair or Reconstruction of Defective Work

If, within a period of 1 year after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

17. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and

Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

18. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

19. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

20. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the subdivision damaged as part of the construction of the required subdivision improvements is also the Developer's responsibility.

21. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until fees are paid and public improvements are so accepted.

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22. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

23. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

24. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

25. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

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Notices required to be given to Developer's agent shall be addressed as follows:

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Notices required to be given to surety shall be addressed as follows:

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Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

26. Execution

In Witness Whereof, Developer and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

DEVELOPER

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney



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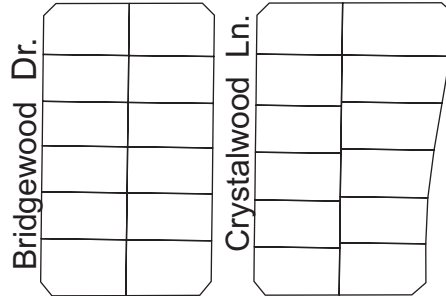


# CITY OF LODI

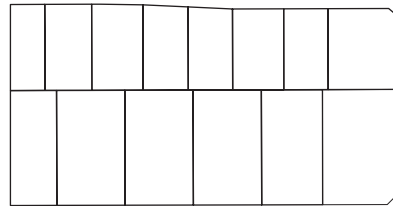
PUBLIC WORKS DEPARTMENT

## EXHIBIT 2126 TIENDA DRIVE PROJECT AREA

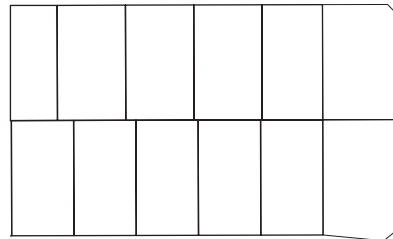
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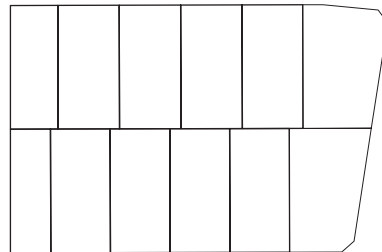
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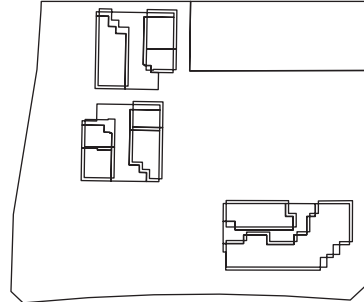
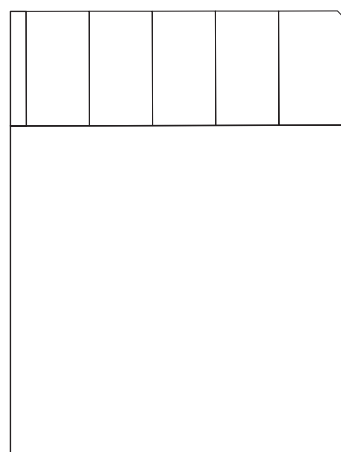
Vienna Dr.



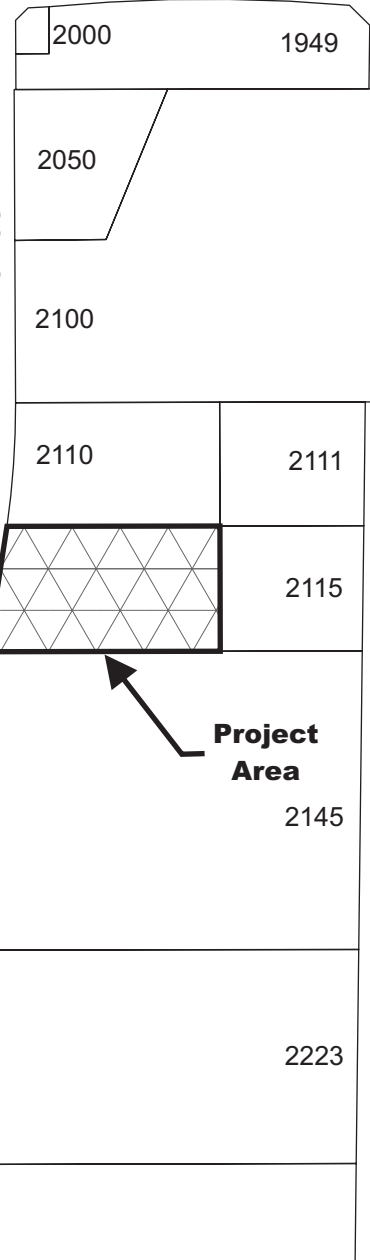
Salzburg Ln.



Heidelberg Wy.



Tienda Dr.



Kettleman Ln.





RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING IMPROVEMENT AGREEMENT  
FOR THE PUBLIC IMPROVEMENTS AT  
2126 TIENDA DRIVE

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement for Public Improvements at 2126 Tienda Drive; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager and City Clerk to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Time Extension for Pixley Park Agreements with G-REM, Inc.

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving the attached Supplemental Agreement to the Pixley Park Property Exchange Agreement providing for a time extension for the Pixley Park Land Exchange Agreement and the Improvement Agreement for the Public Improvements of Pixley Park Site Grading and authorizing the City Manager and City Clerk to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The City and the developer, G-REM, Inc., entered into a land exchange agreement in December 2004 (Resolution No. 2004-248) per City Council's direction. As shown on Exhibits A and B, the land exchange agreement adjusts the property lines to reconfigure the Pixley Park C-Basin to allow development of the park site per the approved Pixley Park Conceptual Plan.

As part of the land exchange agreement, the developer agreed to construct all the required frontage improvements fronting the proposed park site on Auto Center Drive and to excavate the basin to conform to the final grading of the future park layout. The developer also agreed to provide design services for the future storm drain pump station and park landscaping and irrigation system with the associated cost to be reimbursed by the City. The land exchange agreement gave the developer until December 2007 to complete the obligations of the agreement.

The developer has entered into a separate improvement agreement with the City to cover the storm drainage facility improvements and grading of the basin. The work was to be completed by October 31, 2007. The developer's contractor has completed the majority of the public improvements and excavated half of the basin. But, for various reasons, the grading of the basin will not be completed by the agreed date. Not unlike City basin excavation projects, the developer's contractor anticipated being able to sell dirt to be used as fill on other projects. These projects have not materialized as expected, but it is reasonable to expect they will occur during the requested extension.

The developer is requesting to extend the completion date of the improvement agreement and the original land exchange agreement to allow extra time to complete all the required improvements and grading of the park site. Since the City does not currently have funds to construct the proposed features at the park site, staff supports an extension to the completion date of the basin excavation and land exchange.

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

In the proposed supplemental agreement, the developer agrees to, at the developer's expense, design and install slope protection on the east, north, and west slopes of the excavated basin. The City agrees to remove the developer's responsibility to provide design services for the future storm drain pump station and park landscaping and irrigation system, which was to be reimbursed by the City as stated in the original land exchange agreement. The City also agrees to extend the completion date of improvement acceptance and land exchange to December 31, 2009.

The developer has executed the supplemental agreement and paid the document preparation fees.

**FISCAL IMPACT:** There will be no direct fiscal impact on the extension of the basin excavation and land exchange completion date. However, the value to the City of the additional slope protection work is approximately \$300,000. Since development of the basin/park is a number of years in the future, the slope protection work will reduce potential maintenance costs.

**FUNDING AVAILABLE:** Not applicable.

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

RCP/LC/pmf

Attachments

cc: City Attorney  
G-REM, Inc.  
Park Superintendent  
Streets and Drainage Manager

WHEN RECORDED, RETURN TO:  
City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

SUPPLEMENTAL AGREEMENT  
to the  
PIXLEY PARK  
PROPERTY EXCHANGE AGREEMENT  
AND  
IMPROVEMENT AGREEMENT

This SUPPLEMENTAL AGREEMENT to the PIXLEY PARK PROPERTY EXCHANGE AGREEMENT and the IMPROVEMENT AGREEMENT FOR THE PUBLIC IMPROVEMENTS OF PIXLEY PARK SITE GRADING (hereinafter "SUPPLEMENTAL AGREEMENT") is made and entered into by and between the CITY OF LODI, a municipal corporation, hereinafter "City" and GFLIP III, L. P., a California Limited Partnership, hereinafter "Developer".

RECITALS:

WHEREAS, the parties entered into the Pixley Park Property Exchange Agreement dated November 29, 2004 (hereinafter "EXCHANGE AGREEMENT"), to address the responsibilities of City and of Developer for the Pixley Park property exchange; and

WHEREAS, the parties have entered into the Addendum to the Pixley Park Property Exchange Agreement dated March 29, 2006, to address the grading of the Pixley Park site; and

WHEREAS, the parties have entered into an Improvement Agreement for the Public Improvements of Pixley Park Site Grading (hereinafter "IMPROVEMENT AGREEMENT"), to address public improvements and grading of the Pixley park site; and

WHEREAS, the Developer is responsible for excavating and grading the future Pixley Park site in conformance with the approved Conceptual Pixley Park Master Plan; and

WHEREAS, the Developer is responsible for installing street frontage improvements along the Pixley Park site; and

WHEREAS, the City is responsible for reimbursing Developer for the design of the future storm drainage pump station at Vine Street and Cluff Avenue; and

WHEREAS, the City is responsible for reimbursing Developer for the design of the Pixley Park site irrigation, turfing, and project construction cost estimate; and

WHEREAS, all the conditions of the EXCHANGE AGREEMENT and the IMPROVEMENT AGREEMENT are to be completed by December 1, 2007; and

WHEREAS, the Developer desires to extend the terms of the EXCHANGE AGREEMENT and IMPROVEMENT AGREEMENT to allow additional time for the basin excavation at the Pixley Park site.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed by and between the parties as follows:

1. That this document supplements the Pixley Park Property Exchange Agreement, Addendum to the Pixley Park Property Exchange Agreement, and the Improvement Agreement for the Public Improvements of Pixley Park Site Grading previously executed by the parties.
2. The parties agree to extend the completion date of the required improvements and property exchange as set forth in the various agreements entered into by the parties and described in paragraph 1 above, to and including December 31, 2009.
3. City agrees to the deletion of Item Number 12 from the EXCHANGE AGREEMENT regarding the design service for the storm drainage pump station and the park site landscape and irrigation.
4. Developer agrees to design and install slope protection on the easterly, northerly and westerly slopes of the graded basin at the Pixley Park site to the City's specifications and approval. The slope protection shall consist of approved vegetation and irrigation elements. Developer agrees to pay all of the required plan check fees, design cost and installation cost. Developer further agrees to maintain the vegetation and irrigation elements (includes weed and debris removal, replacement of dead and dying vegetation, and adjustment and replacement of irrigation facilities) at the Developer's expense for a period of two (2) years after the acceptance of the improvements by City.
5. The parties agree that the following paragraph shall replace Paragraph 15 of the IMPROVEMENT AGREEMENT regarding Repair or Reconstruction of Defective Work:

Repair or Reconstruction of Defective Work

If, within a period of 2 year after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

6. Developer agrees to provide warranty security as follow:

At least two weeks prior to the hearing on City's acceptance of the project improvements, Developer shall furnish Warranty Security of at least 10% of the total cost of the actual project cost in favor of City. The warranty period for the entire project shall be two (2) years following the date of final acceptance of the improvements by City Council..

7. Developer shall provide and keep current the necessary securities and insurance as specified in the IMPROVEMENT AGREEMENT and EXCHANGE AGREEMENT.
8. All other terms and conditions of the IMPROVEMENT AGREEMENT and EXCHANGE AGREEMENT shall remain unchanged.
9. Developer agrees to pay all additional costs for preparation and execution of this SUPPLEMENTAL AGREEMENT.
10. This SUPPLEMENTAL AGREEMENT shall run with the land and be binding on the Owner, its heirs, successors or assigns.
11. A copy of this SUPPLEMENTAL AGREEMENT shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
12. Any notice required to be given by the terms of this SUPPLEMENTAL AGREEMENT shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
City of Lodi  
P. O. Box 3006  
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

GFLIP III L. P., A California Limited Partnership

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a municipal corporation

Dated: \_\_\_\_\_ 2007

By: \_\_\_\_\_  
Blair King, City Manager

Attest: \_\_\_\_\_  
Randi Johl, City Clerk

GFLIP III, L. P., A California Limited Partnership

Dated: \_\_\_\_\_ 2007

\_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

Approved as to form: \_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney

Dated: \_\_\_\_\_ 2007

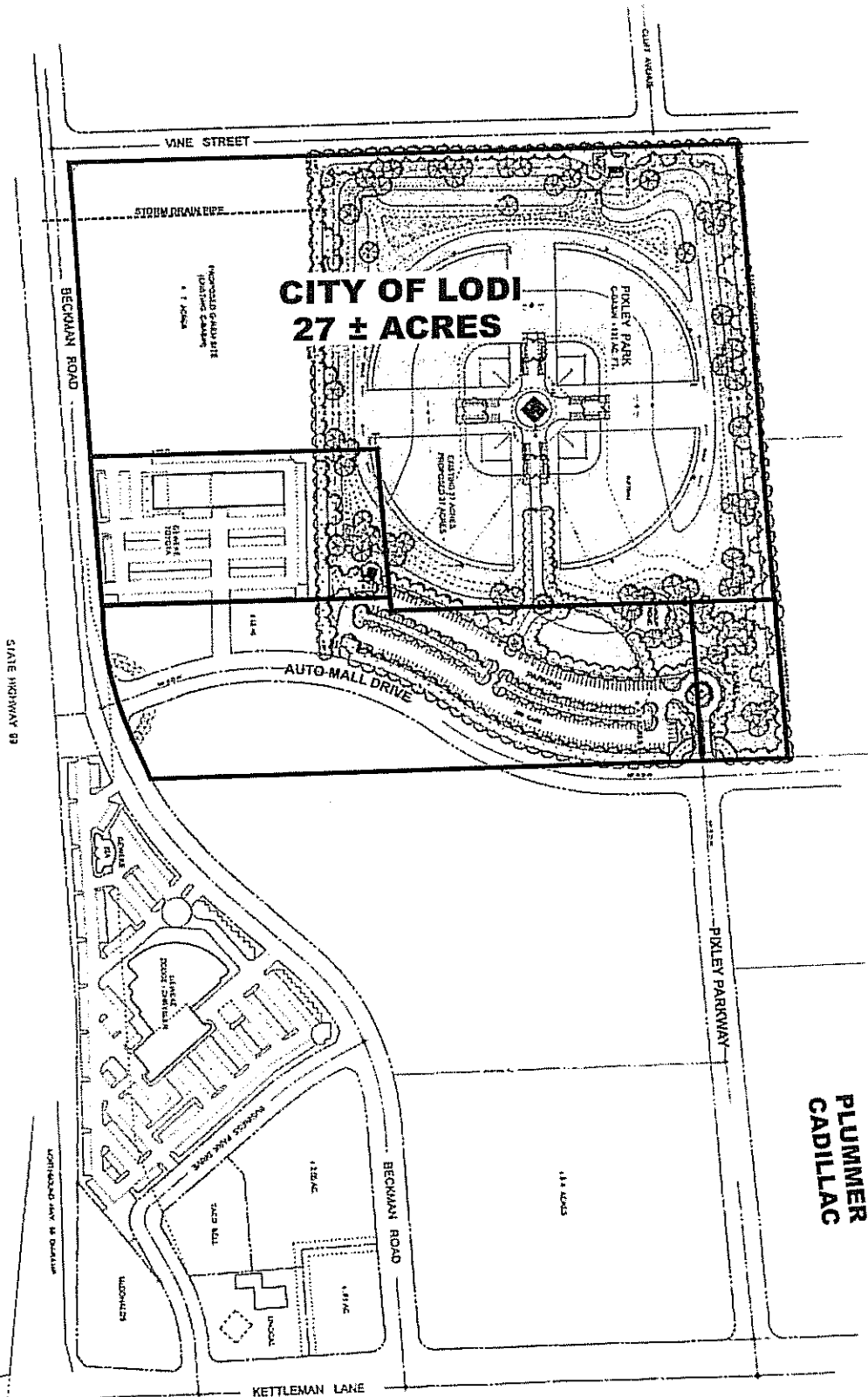


# CITY OF LODI

PUBLICWORKSDEPARTMENT

## EXHIBIT A

### EXISTING LOT LINES



**CONCEPTUAL MASTER PLAN**  
**Pixley Park - Geweke Auto Mall**  
G-REM, INC.  
City of Lodi California  
July 2003  
Lawrence A. Rasmussen, ASLA, Landscape Architect



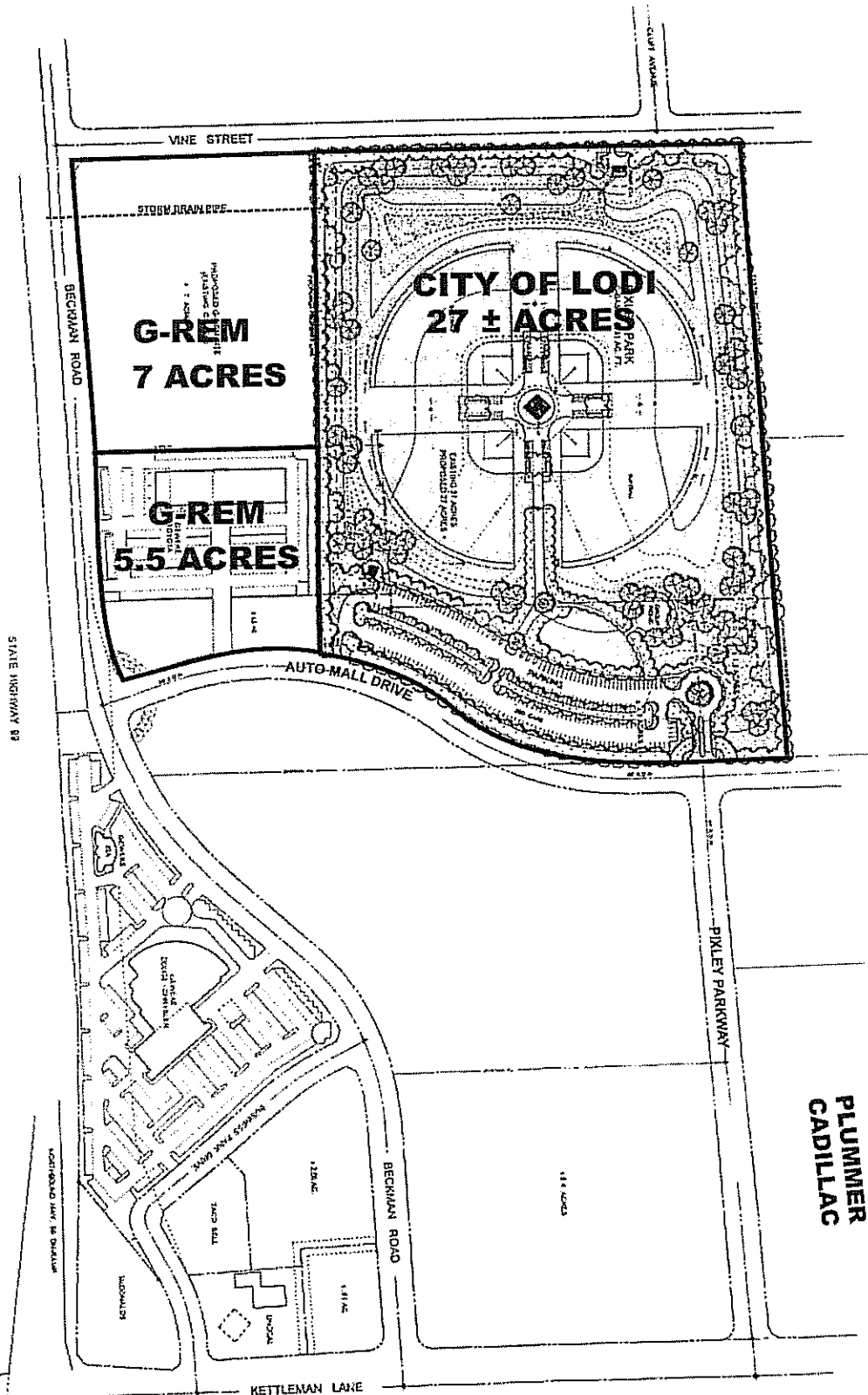


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT B

### PROPOSED PROPERTY LINES



**CONCEPTUAL MASTER PLAN**  
**Pixley Park - Geweke Auto Mall**  
G-REM, INC.  
City of Lodi, California  
Lawrence A. Neff, ASLA, Landscape Architect  
July 2003

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING SUPPLEMENTAL AGREEMENT TO  
THE PIXLEY PARK PROPERTY EXCHANGE  
AGREEMENT

=====

WHEREAS, the City of Lodi and the developer, G-REM, Inc., entered into a land exchange agreement in December 2004 to reconfigure the existing lot lines of Pixley Park C-Basin to allow development of the park site per the approved Pixley Park Conceptual Plan. As part of the land exchange agreement, the developer agreed to construct all required frontage improvements fronting the proposed park site, excavate the basin to conform to the final grading of the future park layout and to provide design services for the future storm drain pump station; and

WHEREAS, the developer has entered into an improvement agreement and an addendum to the improvement agreement to cover the storm drainage facility improvements and grading of the basin, with the work to have been completed by October 31, 2007; and

WHEREAS, the developer is requesting to extend the completion date of the improvement agreement and the original land exchange agreement to allow extra time to complete all the required improvements and grading of the park site; and

WHEREAS, in the supplemental agreement, the developer agrees to, at the developer's expense, design and install slope protection on the east, north, and west slopes of the excavated basin. The City agrees to remove the developer's responsibility to provide design services for the future storm drain pump station and park landscaping and irrigation system, which is to be reimbursed by the City as stated in the original land exchange agreement. The City also agrees to extend the completion date of improvement acceptance and land exchange to December 31, 2009; and

WHEREAS, the developer has executed the supplemental agreement and paid the document preparation fees, and staff recommends that the City Council approve the supplemental agreement providing a time extension for the Pixley Park Land Exchange Agreement and the Improvement Agreement for the Public Improvements of Pixley Park Site Grading.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Supplemental Agreement to the Pixley Park Property Exchange Agreement; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager and City Clerk to execute the agreement on behalf of the City.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Resolution to Amend Statement of Benefits for Fire Mid Management Employees to Adjust Wages by 3.5%, Effective July 1, 2007.

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Approve Resolution to amend Statement of Benefits for Fire Mid Management Employees to adjust salaries by 3.5%, effective July 1, 2007.

**BACKGROUND INFORMATION:** In accordance with direction provided by the City Council, the Deputy City Manager and Human Resources Manager have met with the six employees of the Fire Mid-Management group for the purpose of reaching an agreement on terms of the Statement of Benefits.

The last increase for fire mid-management was July 1, 2005. This is a one-year adjustment to provide an across the board cost of living increase indexed to an amount near the Consumer Price Index. Furthermore, this agreement obligates the City to begin future discussions no later than March 2008. There are no other amendments to the Statement of Benefits.

**FISCAL IMPACT:** This action will cost approximately \$29,000 per year.

**FUNDING AVAILABLE:** The adjustment is funded within the 2007-08 budget.

\_\_\_\_\_  
James R. Krueger, Deputy City Manager

\_\_\_\_\_  
Kirk Evans, Budget Manager

---

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING AMENDMENT TO THE FIRE MID-  
MANAGEMENT STATEMENT OF BENEFITS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Fire Mid-Management Statement of Benefits to include a wage adjustment of 3.5% effective July 1, 2007.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_

## **Fire Mid-Management Addendum to Statement of Benefits**

### **Recitals**

1. The six employees covered under this agreement have agreed to a one year cost of living adjustment of 3.5%.
2. Discussions related to this agreement will be re-opened no later than March 1, 2008.

### **ARTICLE I – SALARY**

- 1.3 Effective July 1, 2007, employees will receive a cost of living adjustment of 3.5%



**CITY OF LODI  
COUNCIL COMMUNICATION  
LODI REDEVELOPMENT AGENCY**

**AGENDA TITLE:** Adoption of Resolution Establishing the Base Year Assessment for the Lodi Community Improvement Project and Authorizing the Transmittal of a Map and Boundary Description as Required by Law and Pay Required Filing Fees to the State Board of Equalization

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Manager

---

**RECOMMENDED ACTION:** Adopt the Resolution of the Redevelopment Agency establishing the Base Year and provide notification to the State Board of Equalization, San Joaquin County, and other taxing entities.

**BACKGROUND INFORMATION:** On November 14, 2007, the Planning Commission, at the request of the City Council/Redevelopment Agency, designated boundaries of a proposed Redevelopment Project Area and adopted a Preliminary Plan for the proposed area. The area equaled the Survey Area previously adopted by the City Council. The Agency is now required to set the Base Year for the allocation of future taxes, (Health and Safety Code Section 33670), and transmit a map and a legal description of the proposed Project Area to San Joaquin County, other affected taxing agencies, and to the State Board of Equalization.

These steps are the formal notification that the City has begun the process to consider forming a Redevelopment Project Area. Although required by law, they do not commit the City to adopt a Redevelopment Project.

If the base year is not set at this time, it will delay the time frame in which tax increment funds accrue and are available to the City of Lodi.

**FISCAL IMPACT:** The filing fees required by the State Board of Equalization are usual and customary. The formation of a Redevelopment Project allows the City/Agency to collect a greater percentage of future property tax assessments without raising taxes.

**FUNDING:** City Manager's budget.

---

Blair King, City Manager

Attachments

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APPROVED: \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF LODI ESTABLISHING THE BASE YEAR ASSESSMENT ROLL IT PROPOSES TO USE FOR THE LODI COMMUNITY IMPROVEMENT PROJECT; AUTHORIZING THE TRANSMITTAL OF A MAP, A BOUNDARY DESCRIPTION, AND A STATEMENT TO TAXING OFFICIALS AND AGENCIES; AND AUTHORIZING PAYMENT OF A FILING FEE TO THE STATE BOARD OF EQUALIZATION

**WHEREAS**, the Lodi City Council (the “City Council”) and the Redevelopment Agency of the City of Lodi (the “Agency”) have begun proceedings to create a Redevelopment Plan for the Lodi Community Improvement Project (the “Project”); and,

**WHEREAS**, on November 7, 2007, the City Council adopted boundaries of a redevelopment Survey Area for the proposed Project and directed the Lodi Planning Commission to select redevelopment Project Area boundaries from within said Survey Area, and to formulate the Preliminary Plan for the redevelopment of said Project Area; and,

**WHEREAS**, on November 14, 2007, the Planning Commission, in cooperation with the Agency and the City Council, designated the Project Area and adopted Preliminary Plan therefore; and,

**WHEREAS**, Section 33327 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) (the "CRL") provides that the Agency shall transmit to certain taxing officials and agencies, and the State Board of Equalization, a map and description of the boundaries of the Project Area selected by the Planning Commission, together with a statement that a plan for the redevelopment of the Project Area is being prepared; and,



**WHEREAS**, Section 33328 of the CRL requires the Agency to advise such taxing officials and agencies of the base year assessment roll the Agency proposes to use for the allocation of taxes pursuant to Section 33670 of the CRL.

**NOW, THEREFORE, BE IT RESOLVED** by the Redevelopment Agency of the City of Lodi:

**SECTION 1:** The Agency hereby accepts and approves the Preliminary Plan approved by the Planning Commission as the Preliminary Plan for Lodi Community Improvement Project.

**SECTION 2:** The assessment roll last equalized on August 20, 2007, is the assessment roll the Agency proposes to use for the allocation of taxes derived from the Project Area.

**SECTION 3:** The Executive Director of the Agency is hereby authorized and directed to transmit to the taxing officials and agencies, and the State Board of Equalization, in the form and manner required by law, a map and description of the proposed boundaries of the Project Area, a statement that the Redevelopment Plan for Lodi Community Improvement Project is being prepared, and advise of the base year assessment roll which the Agency proposes to use in the Project Area for the allocation of taxes pursuant to Section 33670 of the CRL.

**SECTION 4:** The Executive Director of the Agency is hereby authorized to pay to the State Board of Equalization a fee for filing and processing said statement and map as may be required pursuant to Section 33328.4 of the CRL.

**ADOPTED, SIGNED AND APPROVED** by the Redevelopment Agency of the City of Lodi and signed by the Chair and attested by the Secretary this 15th day of November, 2007.

\_\_\_\_\_  
Bob Johnson  
Chair of the Redevelopment  
Agency of the City of Lodi

ATTEST:

\_\_\_\_\_  
Randi Johl  
Secretary of the Redevelopment  
Agency of the City of Lodi

I, Randi Johl, Secretary of the Redevelopment Agency of the City of Lodi hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a meeting of the Redevelopment Agency of the City of Lodi at its meeting held on the 21<sup>st</sup> day of November, 2007, by the following vote, to wit:

Ayes:

Noes:

Absent:

Abstain:

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the Redevelopment Agency of the City of Lodi this \_\_\_\_\_ day of \_\_\_\_\_.

—

\_\_\_\_\_  
Secretary of the Redevelopment  
Agency of the City of Lodi



**CITY OF LODI**  
**COUNCIL COMMUNICATION**  
**LODI REDEVELOPMENT AGENCY**

TM

**AGENDA TITLE:** Authorize the City Manager to Execute an Amended and Restated Cooperative Agreement with the Redevelopment Agency of the City of Lodi; Authorize the Executive Director to Execute an Amended and Restated Cooperative Agreement with the City of Lodi; and Joint Direction to Staff to exclude the power of Eminent Domain from the Redevelopment Plan.

**MEETING DATE:** November 21, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

---

**RECOMMENDED ACTION:** That the Redevelopment Agency and the City authorize the entry of a cooperative agreement, and direct staff to prepare a Redevelopment Plan that excludes the power of eminent domain.

**BACKGROUND INFORMATION:** Much as the Board of the Redevelopment Agency is typically made up of the City Council, the Staff of the Redevelopment Agency is typically made up of the staff of the City. A Cooperative Agreement is therefore necessary to set the terms under which City Staff will perform services and provide materials for the function of the Agency. The attached agreement establishes those terms and among other things provides that the value of those services will be fronted by the City and repaid by the Agency. This advance by the City is one of the forms of debt that is repayable out of tax increment raised by the project. This action contemplates the joint action of the Agency and the City to approve tandem resolutions granting authority to the City Manager and Executive Director respectively to execute the agreement. Both Resolutions also include a direction to staff to return with a Redevelopment Plan that excludes the power of eminent domain.

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** N/A

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Stephen Schwabauer, City Attorney

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APPROVED:

Blair King, City Manager

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LODI APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AMENDED AND RESTATED COOPERATION AGREEMENT  
WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LODI  
AND MAKING CERTAIN FINDINGS IN CONNECTION  
THEREWITH

=====

WHEREAS, the Redevelopment Agency of the City of Lodi (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq*; herein, the "Law");

WHEREAS, pursuant to the provisions of the Law, the City Council of the City of Lodi, activated the Agency and has initiated a process for the consideration of the adoption of a redevelopment plan (the "Redevelopment Plan") for a redevelopment project proposed to be established consisting of certain territory in the eastern portion of the City limits (the "Project");

WHEREAS, pursuant to the Law, the Agency is performing a public function of benefit to the City and may have access to services and facilities of the City;

WHEREAS, the Agency and the City have entered into previous agreements or arrangements and the Agency has previously issued promissory notes or incurred other obligations (collectively, the "Prior Agreements") for the benefit of the City which establish evidence the indebtedness of the Agency to the City;

WHEREAS, the City and the Agency desire to enter into an Amended and Restated Cooperation Agreement in the form submitted herewith (the "Agreement"):

(1) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Law; and

(2) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency;

WHEREAS, pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City; and

WHEREAS, without amending, limiting, or modifying the Prior Agreements and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to memorialize in the Agreement certain matters relating to the financial relationship between the Agency and the City as it relates to the Redevelopment Plan and its implementation; and

WHEREAS, the City and the Agency desire to provide for the ongoing provision of administrative support to the Agency by the City for so long as the Agency requires such support relative to the Plan; and

WHEREAS, the City and the Agency desire to enter into an Amended and Restated Cooperation substantially in the form on file with the Agency Secretary (the "Agreement"):

- (1) To set forth activities, services and facilities which the City will continue to render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and
- (2) To reiterate and provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities to be set forth in the Redevelopment Plan;

WHEREAS, the approval of and implementation of the Agreement will not alter the policy of the Agency that the power of eminent domain will not be available to the Agency, it being the intention of the Agency that the Redevelopment Plan not provide for the Agency to have the power of eminent domain;

WHEREAS, consistent with the policy of the Agency concerning eminent domain, staff is instructed and directed that the power of eminent domain not be included in the Redevelopment Plan;

WHEREAS, the City Council has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI DOES RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that the Agreement implements the Law and the efforts of the Agency to adopt and implement a Redevelopment Plan, is of benefit to those areas proposed for study for inclusion as a redevelopment project area (herein, the "Proposed Area"), will contribute to the eradication of blight in the Proposed Area and is of benefit to the Agency.

Section 2. The City Council states as its policy that the Redevelopment Plan not include the power of eminent domain; staff is directed to cause the preparation of a Redevelopment Plan that does not include the power of eminent domain exercisable by the Agency.

Section 3. The City Council authorizes and directs the City Manager to execute on behalf of the City the Agreement. The City Council further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Agreement.

APPROVED AND ADOPTED this \_\_\_\_ day of November, 2007.

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF CALIFORNIA                    )  
COUNTY OF SAN JOAQUIN)  
CITY OF LODI                                )

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that the foregoing Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a special joint meeting with the Lodi Redevelopment Agency held November 21, 2007, by the following vote:

AYES:	MEMBERS:
NOES:	MEMBERS:
ABSENT:	MEMBERS:
ABSTAIN:	MEMBERS:

\_\_\_\_\_  
Randi Johl, City Clerk

RESOLUTION NO. RDA2007-\_\_\_\_\_

A RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF LODI APPROVING AND AUTHORIZING THE  
EXECUTION OF AN AMENDED AND RESTATED COOPERATION  
AGREEMENT WITH THE CITY OF LODI AND MAKING CERTAIN  
FINDINGS IN CONNECTION THEREWITH

=====

WHEREAS, the Redevelopment Agency of the City of Lodi (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq*; herein, the "Law");

WHEREAS, pursuant to the provisions of the Law, the City Council of the City of Lodi, activated the Agency and has initiated a process for the consideration of the adoption of a redevelopment plan (the "Redevelopment Plan") for a redevelopment project proposed to be established consisting of certain territory in the eastern portion of the City limits (the "Project");

WHEREAS, pursuant to the Law, the Agency is performing a public function of benefit to the City and may have access to services and facilities of the City;

WHEREAS, the Agency and the City have entered into previous agreements or arrangements and the Agency has previously issued promissory notes or incurred other obligations (collectively, the "Prior Agreements") for the benefit of the City which establish evidence the indebtedness of the Agency to the City;

WHEREAS, the City and the Agency desire to enter into an Amended and Restated Cooperation Agreement in the form submitted herewith (the "Agreement"):

(1) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Law; and

(2) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency;

WHEREAS, pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City; and

WHEREAS, without amending, limiting, or modifying the Prior Agreements and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to memorialize in the Agreement certain matters relating to the financial relationship between the Agency and the City as it relates to the Redevelopment Plan and its implementation; and

WHEREAS, the City and the Agency desire to provide for the ongoing provision of administrative support to the Agency by the City for so long as the Agency requires such support relative to the Plan; and

WHEREAS, the City and the Agency desire to enter into an Amended and Restated Cooperation substantially in the form on file with the Agency Secretary (the "Agreement"):

- (1) To set forth activities, services and facilities which the City will continue to render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and
- (2) To reiterate and provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities to be set forth in the Redevelopment Plan;

WHEREAS, the approval of and implementation of the Agreement will not alter the policy of the Agency that the power of eminent domain will not be available to the Agency, it being the intention of the Agency that the Redevelopment Plan not provide for the Agency to have the power of eminent domain;

WHEREAS, consistent with the policy of the Agency concerning eminent domain, staff is instructed and directed that the power of eminent domain not be included in the Redevelopment Plan;

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF LODI DOES RESOLVE AS FOLLOWS:

Section 1. The Agency finds and determines that the Agreement implements the Law and the efforts of the Agency to adopt and implement a Redevelopment Plan, is of benefit to those areas proposed for study for inclusion as a redevelopment project area (herein, the "Proposed Area"), will contribute to the eradication of blight in the Proposed Area and is of benefit to the Agency.

Section 2. The Agency states as its policy that the Redevelopment Plan not include the power of eminent domain; staff is directed to cause the preparation of a Redevelopment Plan that does not include the power of eminent domain exercisable by the Agency.

Section 3. The Agency authorizes and directs the Executive Director to execute on behalf of the Agency the Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Agreement.



APPROVED AND ADOPTED this \_\_\_\_ day of November, 2007.

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Agency Secretary

STATE OF CALIFORNIA                    )  
COUNTY OF SAN JOAQUIN)  
CITY OF LODI                            )

I, \_\_\_\_\_, Secretary of the Redevelopment Agency of the City of Lodi, do hereby certify that the foregoing Resolution No. RDA2007-\_\_\_\_ was passed and adopted by the Redevelopment Agency of the City of Lodi in a special joint meeting with the Lodi City Council held November 21, 2007, by the following vote:

AYES:	MEMBERS:
NOES:	MEMBERS:
ABSENT:	MEMBERS:
ABSTAIN:	MEMBERS:

\_\_\_\_\_  
Agency Secretary

## **AMENDED AND RESTATED COOPERATION AGREEMENT**

THIS **AMENDED AND RESTATED AGREEMENT** (the "Agreement") is entered into as of November \_\_, 2007, by and between the **CITY OF LODI** (herein the "City") and the **REDEVELOPMENT AGENCY OF THE CITY OF LODI** (herein the "Agency").

### **RECITALS**

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Law"), the City Council of the City of Lodi, activated the Agency and has initiated a process for the consideration of the adoption of a redevelopment plan (the "Redevelopment Plan") for a redevelopment project proposed to be established consisting of certain territory in the eastern portion of the City limits (the "Project").

B. Pursuant to the Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements or arrangements and the Agency has previously issued promissory notes or incurred other obligations for the benefit of the City which evidence the indebtedness of the Agency to the City.

D. The City and the Agency desire to enter into this Agreement:

- (1) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Law; and
- (2) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

### **AGREEMENTS**

1. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Law. Such assistance and services may include the services of officers and employees and special consultants. In addition, the City has engaged and will continue to utilize the services, for the benefit of the Agency, of various consultants, the

costs of which are being recorded by the City and which costs constitute indebtedness of the Agency to be repaid to the City by the Agency as provided herein.

2. The City may, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of purchase of any property within the Project, demolition and clearance of properties purchased, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

3. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

4. The Agency agrees to pay the City, with interest, an amount equal to all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from and to the extent that funds are available to the Agency for such purpose pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges the Tax Increment to repayment of its indebtedness to the City hereunder; provided, however, that the Agency shall have the sole and exclusive right to subordinate such pledge for the benefit of the City to such other pledges as the Agency may make with respect to repayment of other indebtedness incurred by the Agency in carrying out the Project. The costs of the City under this Agreement will be shown on statements submitted to the Agency pursuant to Section 3 above. The parties recognize that repayment may occur over a period of time. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency.

5. The Agency agrees that it shall comply with the City's personnel policies and administrative regulations in connection with its activities and obligations under this Agreement.

6. The City agrees to include the Agency within the terms of the City's insurance policy. The Agency shall pay to the City its pro rata share of the costs of insurance applicable to its activities resulting from the Agency's inclusion in the City's policy.

7. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Law.

8. The obligation of the Agency to make payment to the City shall, without necessity of further action by the Agency or City, be junior and subordinate to all other obligations or indebtedness heretofore or hereafter voluntarily incurred by the Agency, excepting only to the extent, if any, that the Agency expressly provides to contrary effect in the instruments creating such other obligations or indebtedness.

9. This Agreement shall supercede prior agreements between the parties hereto covering the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF LODI, a California Municipal Corporation

By: \_\_\_\_\_  
Blair King, City Manager

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

REDEVELOPMENT AGENCY OF THE CITY OF LODI

By: \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



## **CITY OF LODI COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Information Regarding New Meeting Time and Day for the Lodi Library Board of Trustees

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Library Services Director

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**RECOMMENDED ACTION:** Receive information regarding new meeting time and day for the Lodi Library Board of Trustees.

**BACKGROUND INFORMATION:** The Lodi Public Library Board of Trustees regularly meets monthly on the third Monday at 5:30 p.m. For over 20 years, the Lodi Public Library Board of Trustees has adjusted its meetings that fall on Monday holidays; in particular, Martin Luther King Jr. Day and Presidents' Day. Frequently, the November meeting is adjusted to accommodate staff attendance at the California Library Association annual conference. To avoid future conflicts and maintain a regular schedule, the Lodi Public Library Board of Trustees, at its September meeting, voted to change its regular meeting to the second Monday of the month at 5:30 p.m., beginning January 2008.

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** N/A

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Nancy Martinez  
Library Services Director

NM/jmp

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**APPROVED:** \_\_\_\_\_

Blair King, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approve Response to San Joaquin County Grand Jury Report Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services.

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Attorney's Office

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**RECOMMENDED ACTION:** Approve response to the San Joaquin County Grand Jury Report Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services.

**BACKGROUND INFORMATION:** The 2005/2006 Grand Jury investigated a complaint concerning the Request for Proposal process used in awarding the ambulance and dispatch contract by the San Joaquin County Board of Supervisors to American Medical Response (AMR), as well as formal complaints alleging serious dispatch failures by AMR that affected the response and provision of emergency medical services to the residents of San Joaquin County. The Grand Jury issued its Final Report on June 12, 2007 (Case No. 10-06) and requested that the Lodi City Council (in addition to Councils for the cities of Stockton and Manteca) respond to various findings and recommendations made by the Grand Jury.

The City initially responded to the Grand Jury by indicating that a settlement with San Joaquin County over the dispatch of 911-calls was imminent and that a resolution of the litigation would resolve the concerns raised in the Grand Jury's Report. Unfortunately, although it appears the City of Lodi may be able to resolve its disputes with the County, negotiations between the City of Stockton and the County have broken-down and the pending litigation is now going forward. In light of the current status of matters, it is necessary to respond to each of the findings made by the Grand Jury and to address implementation of the Grand Jury's recommendations. A copy of the proposed response is attached.

**FISCAL IMPACT:** None.

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Janice D. Magdich, Deputy City Attorney

**Attachments:**

Grand Jury Case No. 10-06 Final Report  
Draft Response to Grand Jury Findings and Recommendations

cc: Mike Pretz, Fire Chief

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APPROVED:

Blair King, City Manager



**CITY OF LODI**  
**CITY COUNCIL MEMORANDUM**

**TO:** The Honorable Richard J. Guiliani  
Presiding Judge, San Joaquin County

**FROM:** City Council of the City of Lodi

**DATE:** November 21, 2007

**SUBJECT:** Response to Grand Jury Final Report (Case No. 10-06)  
San Joaquin County Medical Services

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Pursuant to Penal Code sections 933(c) and 933.05, the City of Lodi's comments to the findings and recommendations of the San Joaquin County Grand Jury Final Report (Case No. 10-06), are set forth below. As noted, the City of Lodi respectfully disagrees with the findings of the Grand Jury and with the exception of continuing its efforts to resolve the pending litigation with San Joaquin County, contends that it is not in the best interest of the safety of the citizens of the City of Lodi to implement Grand Jury recommendations 1 and 2. The City believes public safety is best preserved by public, not-for-profit Public Safety Answering Points (PSAPS).

**Finding No. 1.**

City disagrees with this finding.

The finding states in part, that the dispatch process of 9-1-1 calls is the same under the contract between the County and American Medical Response (AMR) as it was as prior to May 1, 2006, and as a consequence dispatch times and service should be compatible. This assumption is incorrect.

First, at the time of the directive by County EMS concerning the dispatch of medical emergency calls became effective (May 1, 2006), the CAD to CAD interlink between the Stockton Fire Department (SFD) dispatch center and AMR's LifeCom dispatch center was not in place. As a result, response times for ambulance and paramedic services were unnecessarily delayed. It was not until November 2006 that the CAD to CAD system became operable (7-months after LifeCom dispatching under its contract with the County). It is City's position that no change in dispatch protocol should have been ordered by County until LifeCom's CAD system was in place and operational.

In addition, EMS Policy No. 3001 (Guidelines for EMS Call Screening by Primary Public Safety Answering Points) which was adopted by County EMS without input from public safety agencies within the County, created changes in dispatch protocols that have also resulted in response time delays by emergency personnel.

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**Finding No. 2.**

City disagrees with a portion of this finding.

City concurs with the Grand Jury's finding that the CAD to CAD system was set-up to transfer medical information, not fire information, and that as a result cellular calls (transferred directly from CHP to LifeCom) have not only been delayed, but critical information is now unavailable to SFD dispatchers to relay to fire personnel. The inability to obtain this critical information is the direct result of changes instituted by County EMS and has led to CHP's inability to timely transfer fire and emergency calls and allow the 9-1-1 caller to speak directly with an SFD dispatcher.

**Finding No. 3:**

City disagrees with a portion of this finding.

The Grand Jury states that it has determined there are few dispatch failures by AMR which are affecting the response and provision of emergency medical services and minimizes the failures that have occurred by noting that similar problems occurred in the 1990's when SFD began dispatching. However, the Grand Jury failed to note the distinction between the technology available today and what was available 15-years ago, by way of example, Geographic Information Systems (GIS) did not exist. This finding, while noting that the CAD-to-CAD system is now in place does not address why LifeCom was permitted to dispatch for over 7-months without an operational CAD to CAD system in place and without current GIS data. In addition, the finding does not recognize that LifeCom is handling only 30% of the call volume that had been handled by the SFD dispatch center prior to the implementation of EMS Policy No. 3001.

**Finding No. 4:**

City disagrees with this finding.

LifeCom's dispatchers were trained by the SJRUG members who have now concluded that LifeCom's dispatch delays are not inconsistent with cellular calls coming into the system. Nevertheless, delays in calls received by LifeCom are not acceptable to the agencies outside the SJRUG. Moreover, using the "average", which is a measure of central tendency, as an overall indicator for performance is an inadequate measure of performance. The deviations from the "average" can be significant and are the source of complaints from those users not currently under contract with LifeCom. City contends that LifeCom and the SJRUG should use fractal measurements and a 90<sup>th</sup> percentile criterion, not the 50<sup>th</sup> percentile currently in use, to evaluate the length of time required to dispatch emergency responders.

**Finding No. 5:**

City disagrees with a portion of this finding.

Notwithstanding the finding of the Grand Jury on this issue, it must be noted that at the time of the directive of County EMS to PSAPS regarding the transfer of 9-1-1 medical emergency calls to LifeCom (effective May 1, 2007), LifeCom did not possess the necessary Geographic Information System (GIS) necessary to locate the caller or direct appropriate responders to the caller's location. In at least one incident LifeCom's system inadequacies resulted in a fatality. LifeCom did not have up-to-date GIS in place until some 7-months after the County EMS directive on the transfer of medical emergency calls.

**Finding No. 6:**

City disagrees with a portion of this finding.

**Finding No. 6, cont.**

The City of Lodi's contractual obligations with the City of Stockton required that the City provide Stockton with a 1-year notice prior to termination. County EMS Policy No. 3001, effective May 1, 2006, did not provide City with sufficient notice for City to terminate its contract with the City of Stockton. City would have been put in the untenable situation of being in breach of its contractual obligations with Stockton had it chosen to follow the EMS policy.

Further, City made a decision, based on its authority under the Warren 9-1-1 Act, to maintain its fire and medical emergency dispatch with SFD because it continued to provide an efficient, effective and economical means of providing emergency response services to the citizens of the City of Lodi. It should also be noted that a fire based EMS dispatch system recommended by the County Fire Chiefs Association is used by over 97% of the largest 200 cities in the United States. City is unaware of any other EMS dispatch system that relies on a private out-of-county contractor to handle 9-1-1 calls.

County's action in the implementation of Policy No. 3001 violated the Emergency Medical Services Act (EMS Act), the Warren 9-1-1 Act and the 1985 9-1-1 Agreement entered into among the County and the cities and public safety agencies (the primary PSAPS) in the County. In addition, decisions regarding who provides medical 9-1-1 secondary PSAP service is for the City to determine, not the County. However, County EMS can assume medical control over the clinical methods of the dispatch system, but under the Acts does not have the authority to direct who serves as a secondary PSAP for the cities and public safety agencies within its jurisdiction.

It is also City's position, contrary to this particular finding of the Grand Jury, that any unusual occurrence reports that have been submitted by the City of Lodi since May 1, 2006, were submitted for legitimate reasons and accurately reflected the occurrences at issue; such reports were not submitted with the intent to exaggerate problems and response time delays, nor were they submitted in response to AMR's breach of its agreement with the cities of Lodi, Stockton and Manteca concerning the submittal of a joint RFP to the County concerning ambulance services within the county.

#### **Finding No. 7.**

City agrees with this finding.

As noted by the Grand Jury in its finding, there is tension between the statutes at issue, namely the Warren 9-1-1 Act and the Emergency Medical Services Act which the parties seek to resolve in the pending litigation as discussed above in response to Finding No. 6.

#### **Finding No. 8.**

City disagrees with a portion of this finding.

In this finding the Grand Jury invalidates charges concerning dispatch failures by LifeCom. City is unaware of the specifics of all charges made against AMR/LifeCom by SFD or others concerning dispatch failures; however, City is aware of published reports of several significant failures by LifeCom to dispatch emergency medical personnel to correct locations and that in at least one instance, such failure resulted in an individual dying before emergency medical personnel arrived on scene. Because the City contracts with SFD to dispatch fire and medical emergency calls within its jurisdiction, City contends that the proper parties to address the specifics points raised in the finding would be the complaining parties themselves.

#### **Finding No. 9.**

City disagrees with a portion of this finding.

They City agrees that delays in transferring care from ambulances to emergency rooms poses a threat to residents and visitors of the County and has become an issue on a national level. However, it is City's contention that County EMS has exacerbated the problem by entering into an exclusive operating contract with AMR for dispatch and ambulance transport. In addition to delays in transferring care in the emergency rooms; calls originating from convalescent care facilities requesting patient transfers to hospitals have on at least two separate occasions resulted in delays for service, when AMR has had to use multiple ambulances to provide care and transport services. On both occasions, the patient was found to be suffering a medical emergency which required additional ambulances without the benefit of personnel supplied by the fire department. This utilization of multiple ambulances resulted in the reduction of emergency medical vehicles available to service the City's coverage area.

Respectfully submitted.

**CASE # 10-06 FINAL REPORT  
SAN JOAQUIN COUNTY EMERGENCY MEDICAL SERVICES**

**REASON FOR INVESTIGATION:**

The 2005/06 Grand Jury investigated a complaint concerning the Request for Proposal (RFP) process used in the awarding of the ambulance and dispatch contract by the San Joaquin County Board of Supervisors (BOS). This procurement process included the provision of all emergency ambulance responses within the County, as well as the operation of the ambulance provider's dispatch center, which was to be an approved Emergency Medical Dispatch (EMD) center and 911 secondary answering point. The investigation of the 2005/06 Grand Jury was focused upon the RFP process as it pertains to policy and procedures only and not upon the feasibility/viability of the services that may be delivered. The 2005/06 Grand Jury recommended that the BOS should provide an analysis of the ambulance service at six and twelve month intervals to the succeeding Grand Jury in order to assess the impact of this change on the health and safety of County residents.

The 2006/07 Grand Jury decided to continue the review of ambulance and dispatch services based on that recommendation. Subsequently the members received two formal complaints alleging serious dispatch failures by American Medical Response, Inc. (AMR) which have affected the response and provision of emergency medical services to the residents of San Joaquin County. One of the complaints submitted to the current Grand Jury was mostly a personal attack on the Emergency Medical Services Agency (EMS) and its Director. The management of the contract was called grossly negligent, covering up careless and dangerous practices of AMR. It also claimed that the transfer to a "lesser facility" was illegal, proven faulty and lethal. It noted that many of the problems have gone unreported in the media. In addition, it alleged that the Director of EMS has acted to protect AMR by manipulating response times and hiding the very careless behavior of AMR. In addition, the complaint called for the examination of the contract accountability by the EMS Agency and so called "misconduct" fines to be paid by the Company (AMR).

**BACKGROUND:**

San Joaquin County is served by seventeen fire departments. Prior to the AMR contract, three of the fire departments provided Advanced Life Support (ALS) services and fourteen provided Basic Life Support services. All emergency ambulance service dispatching as well as fire dispatching within the county before the awarding of the contract was done by the Stockton Fire Department's Regional Dispatch Center. On May 1, 2006 services under the AMR contract began at 8 a.m.

## **METHOD OF INVESTIGATION:**

### **Organizations Visited**

AMR/LifeCom Call and Dispatch Center in Salida (two visits)  
City of Stockton Fire Department Call and Dispatch Center  
City of Stockton Police Department Call and Dispatch Center  
California Highway Patrol Call and Dispatch Center  
San Joaquin County Sheriff's Call and Dispatch Center  
City of Tracy Fire Department  
San Joaquin County Emergency Medical Services Office  
City of Manteca Fire Department  
City Ripon Consolidated Fire District  
City of Lodi Fire Department

At the call and dispatch centers we visited, in addition to interviewing call takers and dispatchers, the Grand Jury observed and listened to calls and dispatching.

### **People Interviewed**

AMR San Joaquin County Operations General Manager  
Vice President of LifeCom Support  
Director of Communications -LifeCom EMS & Fire Dispatch

EMS Administrator  
EMS QI/Trauma Coordinator  
EMS Specialist

President, Inspironics Corporation

Deputy Chief, City of Stockton Fire Department  
Captain, Emergency Communications Director, City of Stockton Fire Department.  
Dispatch Supervisor, Stockton Police Department

Chief, City of Tracy Fire Department  
Chief, City of Ripon Consolidated Fire District  
Chief, City of Manteca Fire Department  
Chief, City of Lodi Fire Department  
Lieutenant, San Joaquin County Call and Dispatch Center  
Supervisory Communications Dispatcher, SJC Call and Dispatch Center  
GIS Manager, SJC Community Development Department/GIS  
GIS Coordinator, City of Stockton  
Lieutenant, California Highway Patrol (CHP), Stockton Area  
Public Safety Dispatch Supervisor, CHP, Stockton Area

Documents Reviewed:

1. San Joaquin County Emergency Medical Services Agency EMS Liaison Contact List
2. San Joaquin County EMS Quality Improvement Council Membership
3. Paramedic Services Agreement Between San Joaquin County and the City of Stockton, April 9, 1986
4. List of All ALS and BLS Fire Departments in San Joaquin County
5. Letter from AMR to EMS dated August 9, 2006, Re: Appeal of fines for May and June 2006
6. Letter from EMS to AMR dated October 4, 2006, Re: Appeal of Fines for May and June 2006
7. Summaries from the EMS Incident Reporting System concerning Incidents Per Primary Incident Type, Incidents Per Reporting Company, Incidents Per Company Rpt Pertains To, 05/01/2006-01/31/2007
8. Incidents List, Detailed from the EMS Incident Reporting System for 05/01/2006-12/31/2006
9. Incidents List, Detailed from the EMS Incident Reporting System for 01/01/2007-01/31/2007
10. Incident Detail Report, Incident number: 06082553, Incident Date: 10/07/2003, 23:54:12
11. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for AMR for the months of May and June, dated August 13, 2006
12. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for American Medial Response for the months of July and August 2006, dated November 9, 2006
13. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for American Medial Response for the months of September and October 2006
14. EMS Agency Report on the Exclusive Emergency Ambulance Provider Contract Compliance for AMR for November and December 2006
15. Letter to EMS from Stockton Fire Department Consultant/Investigator re: Medical Dispatch-Keyser Drive dated November 8, 2006

16. Letter to the Chairman of the San Joaquin County Board of Supervisors from the Mayor of Stockton dated July 27, 2006
17. Tritech CAD-to-CAD (Computer Assisted Dispatch) Functional Specification Documents
18. Logisys CAD-toCAD Functional Specifications Documents
19. Unusual Occurrences Filed by the Stockton Fire Department with Delayed Calls Highlighted.
20. CAD-to-CAD Links report (Computer Assisted Dispatch) from AMR/LifeCom to the Stockton Fire Department from September 9, 2006 to March 19, 2007 of responses that were two minutes or longer.
21. Structure Fire Call Times submitted by AMR/LifeCom to EMS that conflict with the times AMR/LifeCom submitted to the Stockton Fire Department.
22. Series of Letters (May 1 and May 2, 2006) from Chief Hittle, Stockton Fire Department to Kenneth Cohen, Director, San Joaquin County Health Care Services, detailing perceived dispatch and communication problems.
23. May 3<sup>rd</sup> Letter from Kenneth Cohen to Chief Hittle responding to Chief Hittle's letters of May 1 and May 2.
24. Series of Letters (May 5, May 9) from Chief Hittle to Kenneth Cohen detailing perceived EMS system failures.
25. Memorandum dated December 19, 2003 from the San Joaquin County Fire Chiefs Association to Chico Research Foundation with a subject of Redesign of County EMS System.
26. San Joaquin County EMS Agency Continuous Quality Improvement Meeting Rules
27. Letter from the Chief of the Tracy Fire Department, dated February 13, 2007, to the Director of the Administrative Services Department for the City of Stockton concerning the issue of public safety radio frequencies
28. Letter from Chief Hittle of the Stockton Fire Department, dated February 26, 2007, to Chief Bosch of the Tracy Fire Department concerning the Public Safety Radio Frequencies.
29. Report to the Board of Supervisors by the Fire Chief, Ripon Fire District, Chairman, San Joaquin County Joint Radio Users Group (SJCJRUG)
30. March 29 communication from the Stockton Fire Department to EMS, Re: Information Exchange.

31. Unusual Occurrence Case #06489, Public Report, January 29, 2007

Relevant Law and Regulations

32. Health and Safety Code, Division 2.5, Section 1797.200

33. Health and Safety Code, Division 2.5, Section 1797.204

34. Health and Safety Code, Division 2.5, section 1798

35. California Code of Regulations, Title 11, Division 9, Chapter 12, EMS System Quality Improvement

Relevant San Joaquin County EMS Agency Policy and Procedures:

36. San Joaquin County EMS Policy No. 540.01 Unusual Occurrence

37. San Joaquin County EMS Agency No. 3001, Guidelines for EMS Call Screening by Primary Public Safety Answering Points

38. San Joaquin County EMS Agency No. 3001A, PSAP Call type Flow Sheet

39. San Joaquin County EMS Agency No. 3101, Emergency Ambulance Service Provider Dispatch Requirements

40. San Joaquin County EMS Agency No. 6620, Continuous Quality Improvement Process

41. EMS Form #6002, Unusual Occurrence Report, August 16, 2006

Relevant LifeCom EMS and Fire Dispatch Policies and Procedures

42. MPDS Implementation and EMD Call Processing

43. Emergency Call Taking and Law Enforcement/Fire/First Responder Call Notification

44. GIS/GEO File Troubleshoot Procedure

45. Sentinel Event Notification Matrix

46. Letter from EMS to Stockton Fire Department dated November 22, 2006, Re: Unusual Occurrence Report, SJCEMSA Case #6459

47. Letter from EMS to Stockton Fire Department dated November 22, 2006 Re: Unusual Occurrence Report, SJCEMSA Case #6443



48. Data Reduction Methodology used by Inspironics for January 2007

49. Listing of Unusual Occurrence Reports Categorized by Type for EMS Continuous Quality Improvement Meeting of March 15, 2007

**FINDINGS:**

1. The current method of dispatch has land line 911 calls going to primary Public Safety Access Points (PSAPs). Depending on the location of the call, the call goes to the Stockton Police Department for Stockton, Lodi Police Department for Lodi, etc., and anything in the unincorporated County area goes to the San Joaquin County Sheriff's Department. The fire and medical emergency calls for Stockton, Lodi and Manteca go to the Stockton Fire Department. Stockton dispatches these fire departments as before and at the same time informs the LifeCom center of the medical emergency. County 911 calls go to the Sheriff's Department with fire calls transferred to Stockton as before and medical calls transferred to AMR's LifeCom Center. Since this process is the same as before the new contract was implemented, the dispatch times and service should be comparable.

2. All 911 cell phone calls go to the California Highway Patrol (CHP). In the past the CHP would transfer fire and medical calls to the Stockton Fire Department for dispatch. Since May 2006 the CHP transfers fire and medical calls to AMR's LifeCom Center. As a result of this change some dispatch problems and delays have been occurring. If it is a medical emergency call, both the fire department and ambulance are dispatched virtually simultaneously over the CAD-to-CAD system between LifeCom and Stockton Regional Dispatch Center with a subsequent follow-up phone call. The CAD-to CAD system from LifeCom to Stockton was set up to transfer medical information, not fire information. So if the cell phone call is a fire call, it has been necessary for LifeCom to phone Stockton with the fire information, causing delays longer than before the contract was implemented.

3. Following an extensive review and investigation of the allegation of serious dispatch failures, the Grand Jury has determined that there are at the present time few dispatch failures by AMR which are affecting the response and provision of emergency medical services to the residents of San Joaquin County; given the approximate 3,000 calls dispatched by AMR each month, the failure rate is very low. There were problems at the beginning of the contract; however, with the CAD-to-CAD communications now in place, significant dispatch delays for emergency medical service are not occurring. Many of the Fire Departments noted that there were similar problems in the 1990's when they began to be dispatched by Stockton.

4. In addition to the general investigation of the Emergency Medical Dispatch System, the Grand Jury investigated the specific allegations made by two Fire Departments as well as those contained in the original complaint.

On March 20, the Grand Jury received a list of Structure Fire Incidents that purported to document unacceptable delays as a result of issues with the LifeCom Fire Dispatch Center operated by AMR in Salida. The document indicated that the

average time from call receipt to dispatch on structure fires for the last year was 51 seconds. The Grand Jury already had the results of an investigation of these same incidents conducted by the San Joaquin County Radio Users Group (SJCRUG), which had concluded the following: "No delay exists that is inconsistent with those inherent calls coming into the systems from cellular phones." This group also discussed the inherent problems with cellular phone calls and the difficulty of determining location. The full report of this group's findings was presented to the County Board of Supervisors on February 6th, 2007, including a table noting the actual times LifeCom received the call and subsequent dispatch to Stockton. Of special note is the following conclusion from the report: "SJCRUG is pleased with the services we are receiving from LifeCom and are looking forward to our partnerships in the future." The SJCRUG is comprised of representatives from the following fire departments and districts: Escalon, Ripon, Lathrop-Manteca, Farmington, Linden-Peters, Clements, Woodbridge, Tracy, French Camp, Liberty, Mokelumne, Collegenille, Waterloo-Morada, Thornton, Montezuma, and Manteca. The Grand Jury therefore concludes that the current response time is acceptable.

5. Another continuing allegation is that LifeCom does not have an up-to-date Geographic Information System (GIS) file and therefore does not have all of the addresses in the City of Stockton as well as the County. As noted in one Unusual Occurrence Report, there were problems with the GIS used by LifeCom from a private company. However, subsequent to that time, the GEO/GIS database was updated with the County and City Database on November 16, 2006. This action was confirmed by the EMS Office in letters to the Stockton Fire Department dated November 22, 2006. In addition, to confirm this update, the Grand Jury visited the LifeCom Center, observing that an update had been completed, and verifying it with the Stockton GIS Coordinator and the GIS Manager for San Joaquin County. These databases are now transferred to LifeCom on the 15<sup>th</sup> of each month using File Transfer Protocol (FTP).

6. The Grand Jury found in interviews with staff from the Stockton and Lodi Fire Departments that they believe a private company should not do emergency medical dispatch. Based on this presumption, these cities, plus Manteca, have refused to dispatch medical calls through LifeCom. Some of the background in this matter includes a Memorandum dated December 19, 2003, from the San Joaquin County Fire Chiefs Association to the Chico Research Foundation with a subject of Redesign of County EMS System which they believe was ignored. An earlier agreement between the Stockton Fire Department and AMR to submit a joint application for dispatch fell apart when AMR dropped out of that agreement and subsequently was awarded the contract for dispatch in San Joaquin County. The end result has been a continual process of submitting unusual occurrence reports, which often appear to exaggerate problems and response times. Based on the interviews, documents reviewed, and organizations visited, and as noted above, this process seems to have continued to this day including problems that have already been investigated and/or resolved.

Of particular note, of the 558 Unusual Occurrence reports for January, 117 were generated by the Stockton Fire Department complaining about LifeCom and 423

were generated by LifeCom complaining about the Stockton Fire Department. The remaining unusual occurrence reports, which did not contain so-called "dispatch" problems, have been resolved. A significant number of these Unusual Occurrences were complaints about data missing from the CAD-to-CAD system. It now appears that after many months of replicated complaints about missing data, Stockton and AMR are going to be working on a Phase II of the CAD-to-CAD systems that should include both medical as well as fire dispatch data.

7. Subsequent to the refusal of Stockton, Lodi, and Manteca to change the medical dispatch, San Joaquin County filed a lawsuit to make them comply. Part of the issue now focuses on allegedly contradicting statutes, with the cities noting that the 911 law says that local governments decide where 911 calls go and the County noting an EMS law that assigns responsibility for EMS questions to the County.

8. The Grand Jury investigated the allegations made in the complaint, including negligence, illegality, manipulation of data, and questions regarding the "misconduct fines."

a. The Grand Jury has found no validity in any of these charges. As to covering up problems, they are all examined in the compliance reports presented to the Board of Supervisors and the public has access to all reports on the County's website. In fact, this web site has a great amount of relevant information. The Grand Jury found no indications of a cover-up.

b. As to the manipulation of emergency call receipt, turn over of calls and dispatch, the Grand Jury's investigation found no such manipulation. On the contrary, all data is entered into a database which is immediately replicated a number of times both for back up but also for analysis and compilation by EMS. Only one EMS edit of any item is allowed and it is highlighted for later review. The response data itself is also analyzed and compiled by an outside contractor (Inspironics) who provides this service for five other counties. This data is then sent back to EMS for further review and submission to the Board of Supervisors. Thus the data is examined by both EMS and an outside company. To believe that this Company would jeopardize its reputation and/or contracts with other counties just to manipulate data does not seem reasonable.

c. As to the so-called "misconduct fines," the only actions which have resulted in the reduction of fines are again publicly available on the internet with a letter from AMR to EMS dated August 9, 2006, appealing the fines for May and June 2006. A follow-up letter from EMS to AMR dated October 4, 2006 has the subject: Appeal of Fines for May and June 2006. This letter notes that the fines were reduced after a review and recommendation by the Ambulance Contract Advisory Group (ACAG). No subsequent exceptions have been given nor fines reduced.

9. The Grand Jury finds that the only real threat which might affect the response and provision of emergency medical services to the residents of San Joaquin County has been identified by the EMS Agency itself in its Contract Compliance Report for November and December dated February 27, 2007. The problem

identified is the growing problem of delays of transferring care from the ambulances to the emergency departments in the local hospitals. In some hospitals the transfer of care has exceeded four hours with six or more ambulance crews treating their patients in the emergency department hallways waiting for the hospital to accept the patients. The report notes that this problem can lead to AMR's request of more exemptions related to response time, but more importantly it significantly degrades the number of ambulances available for subsequent emergency service and transport. The Grand Jury supports the EMS Agency's efforts to resolve the growing problem of delays of transferring care in the emergency department.

### **RECOMMENDATIONS:**

1. It is time for all agencies to set aside their differences, stop using the Unusual Occurrence process to discredit each other and to work together on improving Emergency Medical and Fire Dispatch in San Joaquin County and resolving any problems that exist. A number of organizations are already in place to provide a forum for this cooperation, including the EMS Quality Improvement Council, the San Joaquin County Fire Chiefs group, the San Joaquin County Radio Users Group and the 911 Primary PSAP Organization. This collaborative process is crucial to the health and safety needs of the people of San Joaquin County.
2. The EMS Agency, AMR, and Stockton Fire Department need to ensure that Phase II of the CAD-to-CAD system goes forward quickly to resolve any missing data issues.
3. The Grand Jury recommends that the cities of Stockton, Lodi and Manteca immediately begin to have their Emergency Medical Needs dispatched by LifeCom. However, the members recognize that there is a litigation issue concerning the control of 911 calls by local governments. When this litigation is decided, no matter the outcome, these cities should reevaluate their stance on Emergency Medical Dispatch and work together to serve the residents of San Joaquin County.

### **RESPONSE REQUIRED:**

Pursuant to Section 933.05 of the Penal Code:

The Stockton City Council (all three recommendations), the Lodi City Council (recommendations #1 and #3), and the Manteca City Council (recommendations #1 and #3) shall report to the Presiding Judge of the San Joaquin County Superior Court, in writing and within 90 days of publication of this report, with a response as follow:

As to each finding in the report a response indicating on the following:

- A. The respondent agrees with the finding.
- B. The respondent disagrees with the finding, with an explanation of the reasons therefore.

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As to each recommendation, a response indicating one of the following:

A. The recommendation has been implemented, with a summary of the action taken

B. The recommendation has not yet been implemented, but will be with a time frame for implementation.

C. The recommendation requires further analysis, with an explanation of the scope of analysis and a time frame not to exceed (6) six months

D. The recommendation will not be implemented, with an explanation therefore.



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolutions Approving the Existing Building Code Fees, Schedule 1A, along with the Existing Fees for Building, Mechanical, Plumbing, and Electrical Permits.

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Adopt Resolutions Approving the Existing Building Code Fees, Schedule 1A, along with the Existing Fees for Building, Mechanical, Plumbing, and Electrical Permits.

**BACKGROUND INFORMATION:** The City Council at its meeting of November 7, 2007 took the first step in adopting the Ordinances for the new Building Codes Pursuant to Health and Safety Code Section 18938. The second reading for those Ordinances is being held tonight.

In fiscal year 2005-2006 the Community Development Department became a special revenue fund. The goal of the Community Development Department is to achieve a self sustaining fund. We are proposing to keep our current fee Table 1A (Exhibit A) which was adopted as part of the old Code Ordinances. With the adoption of the new Code Ordinances, the existing fee Table becomes void and needs to be re-adopted. In our new Ordinances we reference the Fees as being adopted by Resolutions. This process is only to formally adopt the fee schedule that we are currently using. We are not proposing to raise fees at this time.

City Staff with the possible help of a consultant will be conducting a comprehensive analysis of staff time and City costs relative to the provision of City Building Services which are to be funded by the building fees. The comprehensive analysis will be used as the basis for determining whether the current fees are sufficient to achieve full funding levels.

City Staff met with BIA and other representatives within the Building Industry on November 8, 2007 to discuss the process of reviewing fees. City Staff will continue communications with the Building Industry Association (BIA) group during the proposed fee study.

Therefore, it is recommended that the Council Adopt Resolutions Approving the existing Building Code Fees, Schedule 1A, along with the existing Fees for Building, Mechanical, Plumbing, and Electrical Permits, at the Current Fee Levels.

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** N/A

\_\_\_\_\_  
Randy Hatch, Community Development Director

DC/VP/kjc

Attachments:

1. Building Permit Fees Table 1A

APPROVED: \_\_\_\_\_  
Blair King, City Manager



# **BUILDING FEES COLLECTED AT PERMIT ISSUANCE**

**EXHIBIT A**

CITY OF LODI, COMMUNITY DEVELOPMENT DEPARTMENT, 221 W. PINE ST., LODI, CA 95240

PHONE: (209) 333-6714 FAX: (209) 333-6842

<b>Building Permit Fee</b>	Table 1A (below)
<b>Building Plan Check Fee</b>	65% of building permit fee Table 1A
<b>Plumbing</b>	Table 1-1 (page 3)
<b>Electrical</b>	Table 3-A (page 4)
<b>Mechanical</b>	Table 1-A (page 6)
<b>Disabled Access</b>	5% of building permit fee
<b>Energy</b>	5% residential and 10% non-residential
<b>Plan Maintenance</b>	5% of building permit fee (non-residential only.)
<b>Strong Motion Inst. Fee</b>	Valuation x 0.0001
<b>Fire Inspection</b>	25% of building permit fee
<b>Fire Plan Check</b>	25% of building plan check
<b>Zoning Plan Check Fee</b>	\$350 Commercial/Industrial \$100 Residential \$50 Additions/Accessories
<b>S.J. Co. Facilities Fee</b>	\$1,400 per SFD \$1,200 per Multi-Family Dwelling \$0.32 per Sq. Ft. Retail Commercial \$0.28 per Sq. Ft. Office Commercial \$0.16 per Sq. Ft. Industrial
<b>S.J. Multi-Species Conservation Program Fees</b>	Based on Location: \$0 Category A/No Pay Zone (Gen. Estab. City) \$909 Category B/Pay Zone A (Large undeveloped) \$1,812 Category C & D/Pay Zone B & C (Ag./Natural)

## **BUILDING PERMIT FEES**

**TABLE NO. 1-A**

<b>TOTAL VALUATION</b>	<b>FEES</b>
\$1.00 to \$500	\$50.00
\$501 to \$2,000	\$50.00 for the first \$500 plus \$1.30 each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.50 for the first \$2,000 plus \$14.00 for each additional thousand or fraction thereof to and including \$25,000.
\$25,001 to \$50,000	\$391.50 for the first \$25,000 plus \$10.10 for each additional thousand, or fraction thereof, to and including \$50,000.

**EXHIBIT A**

\$50,001 to \$100,000	\$644.00 for the first \$50,000 plus \$7.00 for each additional thousand, or fraction thereof, to and including \$100,000.
\$100,001 to 500,000	\$994.00 for the first \$100,000 plus \$5.60 for each additional thousand, or fraction thereof.
\$500,000 to \$1,000,000	\$3,234.00 for the first \$500,000 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$5,609.00 for the first \$1,000,000 plus \$3.15 for each additional thousand or fraction thereof.

**OTHER INSPECTION FEES AND REFUNDS:**

1. Inspections outside of normal business hours (Minimum charge - 3 hours)	\$65.00 per hr.
2. Reinspection fee assessed under provision of Section 108.8	\$50.00 each
3. Inspection for which no fee is specifically indicated	\$50.00 per hr.
4. Additional plan review required by changes, additions or revisions to approved plans. (Minimum charge - one half hour)	\$65.00 per hr.
5. Special inspections required by owners, real estate agencies, or loan agencies to determine compliance to the Building Code in effect at the time of construction: First hour Each additional hour	\$80.00 \$34.00
6. Refunds on all permits shall be subject to an administrative processing fee	\$35.00
7. Board of Appeals Fee	\$250.00
8. Demolition Permit	\$60.00
9. Manufactured Home, Commercial Coach	The fee shall be one-half (1/2) of the valuation set out in Table No. 1-A.
10. Maintenance of Building Plans	Fees to comply with Section 19850, Part 7 of the Health and Safety Code of the State of California. All new non-residential building plans, except agricultural buildings: Five percent (5%) of the building permit fee.
11. Disabled Access Surcharge	Multi-family residential disabled access surcharge shall be five percent (5%) of the building permit fee. Commercial disabled access surcharge shall be five percent (5%) of the building permit fee.
12. Energy Compliance Surcharge	Residential energy compliance surcharge shall be five percent (5%) of the building permit fee. Commercial energy compliance surcharge shall be ten percent (10%) of the building permit fee.



**13. Plan Checking Fees**

The plan checking fees for all buildings shall be sixty-five percent (65%) of the building permit fee, as set forth in this schedule.

**PLUMBING PERMIT FEES****TABLE NO. 1-1**

For issuing each permit	\$ 30.00
In addition:	
1. For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$ 5.00
2. For each building sewer	\$10.00
3. Solar heaters	\$15.00
4. Rainwater systems-per drain	\$ 5.00
5. For each fire hydrant (first one) (each additional)	\$170.00 \$ 45.00
6. For each private sewage disposal system	\$25.00
7. For each heater and/or vent	\$ 5.00
8. For each gas piping system of one (1) to five (5) outlets	\$ 7.00
9. For each gas piping system of six (6) or more, per outlet	\$ 2.00
10. For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	\$30.00
11. For installation, alteration or repair of water piping and/or water treating equipment	\$ 7.00
12. For repair or alteration of drainage or vent piping	\$ 7.00
13. For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$ 7.00
14. For vacuum breakers or backflow protective devices on tanks, vats, etc. or floor installation on plumbing fixtures including necessary water piping: One (1) to five (5) Over five (5), each	\$ 7.00 \$ 1.50
15. Gasoline storage tanks	\$30.00
16. For new single or multi-family building, the following flat rate shall apply	\$ 0.045 per SF
17. Fire sprinkler systems shall be based on value charged according to the fee schedule of Section 15.04.030 of the Code of the City of Lodi	

**EXHIBIT A**

18. Gas piping pressure test (PG&E)	\$15.00
19. Swimming pools	\$20.00
<b>OTHER INSPECTION FEES AND REFUNDS:</b>	
1. Inspections outside of normal business hours (Minimum charge-3 hours)	\$ 65.00 per hr
2. Reinspection fee	\$ 50.00 each
3. Inspections for which no fee is specifically indicated	\$ 50.00 per hr
4. Additional plan review required by the Building Official (Minimum charge - one-half hour)	\$50.00 per hr
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	

**ELECTRICAL PERMIT FEES**  
**TABLE NO. 3-A**

1. For issuing permits, a fee shall be paid for issuing each permit in addition to all other charges specified in this section	\$20.00
2. For wiring outlets at which current is used or controlled	\$1.00
3. For fixtures, sockets, or other lamp holding devices less than eighteen inches apart	\$1.00
4. For each five feet or fraction thereof multi-outlet assembly	\$1.00
5. For electric discharge lighting fixtures	\$2.00
6. Mercury vapor lamps and equipment	\$2.00
7. Heaters	\$4.00
8. X-ray machines	\$5.00
9. Swimming pools	\$30.00
10. Electric ranges, range top and ovens, clothes dryers, water heaters	\$5.00
11. For fixed motors, transformers, welder, rectifier, air conditioners and other miscellaneous equipment or appliances shall be that given in the following table for the rating thereof;	
Up to and including 1 hp	\$5.00
Over 1 and not over 5	\$7.00
Over 5 and not over 20	\$10.00
Over 20 and not over 50	\$15.00
Over 50 and not over 100	\$20.00
Over 100 – Each motor per hp	\$0.20

**EXHIBIT A**

12. For any equipment or appliance containing more than one motor or other current consuming components in addition to the motor or motors, the combined electrical ratings, converted to KVA of all shall be used to determine the fee; for the purposed of this subsection one H.P. or one KW is equivalent to one KVA.

13. The fees for a change of location or replacement of equipment on the same premises shall be the same as that for a new installation. However, no fees shall be required for moving any temporary construction motor from one place to another on the same site during the time of actual construction work after a permit has once been obtained.

14. For switchboards the fees for installing, changing, replacing, relocating, or reinstalling a switchboard, or for additions to an existing switchboard shall be as follows:	
a) 600 volts and less	
First switchboard section	\$20.00
Each additional section	\$10.00
b) Over 600 volts	\$30.00
Each additional section	\$15.00

15. For distribution panels the fee for each distribution panel, panelboard, or motor control panel that is installed, changed, replaced, relocated or reinstalled	\$10.00
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16. For service installations, the installation of each set of service conductors and equipment, including changing, replacing or relocating existing service equipment, the fees shall be as shown in the following table:	
Type of Service Under 600 Volts (Including One Meter)	
0 to 100 Amperes	\$10.00
101 to 200 Amperes	\$20.00
201 to 500 Amperes	\$30.00
501 to 1200 Amperes	\$40.00
Over 1200 Amperes	\$75.00
All services over 600 volts	\$75.00
For each additional meter	\$2.00

17. For single-family dwelling on new construction work, the following flat rate shall apply to service panels, all outlets, range, dryer, and other miscellaneous circuits	\$0.035 per SF
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18. For multi-family building on new construction work, the following flat rate shall apply to subpanels, all outlets, range, dryer, and any other miscellaneous circuits	\$0.035 per SF
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19. Signs	\$15.00 each
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20. Inspections of damaged service	\$20.00
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No permit shall be issued to any person unless all fees due are paid in full.

**OTHER INSPECTION FEES AND REFUNDS**

1. Inspections outside of normal business hours (Minimum charge-3 hours)	\$45.00 per hour
2. Reinspection fee	\$35.00 each

**EXHIBIT A**

3. Inspections for which no fee is specifically indicated	\$34.00 per hour
4. Additional plan review required by changes, additions or revisions to approved plans (Minimum charge—one-half hour)	\$34.00 per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	

**MECHANICAL PERMIT FEES****TABLE NO. 1-A**

1. For the issuance of each permit	\$30.00
2. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTUs	\$15.00
3. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 BTU's to and including 500,000 BTUs	\$20.00
4. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 500,000 BTU's	\$25.00
5. For the installation or relocation of each floor furnace, including vent	\$15.00
6. For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$15.00
7. For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$10.00
8. For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code	\$15.00
9. For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 BTU's	\$15.00
10. For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 BTU's to and including 500,000 BTU's	\$25.00
11. For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 BTU's and including 1,000,000 BTU's	\$30.00
12. For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 BTU's to and including 1,750,000 BTU's	\$45.00
13. For the installation of or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU's	\$70.00

**EXHIBIT A**

14. For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto  Note: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.	\$10.00
15. For each air handling unit over 10,000 cubic feet per minute	\$15.00
16. For each evaporative cooler other than portable type	\$10.00
17. For each ventilation fan connected to a single duct	\$10.00
18. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$10.00
19. For the installation of each hood which is served by mechanical exhaust, including the ducts for hood	\$10.00
20. For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$10.00
21. For single or multi-family building, the following flat rate shall apply	\$0.045 per SF
22. Appliance inspection (PG&E)	\$25.00
<b>OTHER INSPECTION FEES AND REFUNDS</b>	
1. Inspections outside of normal business hours (Minimum charge - 3 hours)	\$65.00
2. Reinspection fee assessed under provision of Section 305.(f)	\$50.00
3. Inspections for which no fee is specifically indicated (Minimum charge - one-half hour)	\$65.00
4. Additional plan review as determined by the Building Official (Minimum charge - one-half hour).	\$65.00
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	

**CITY OF LODI  
LODI, CALIFORNIA  
RESOLUTION NO. 2007-\_\_\_\_\_**

**FEE RESOLUTION**

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi hereby finds, determines and resolves as follows:

- 1) That the Lodi Municipal Code requires the City Council to set fees for various services provided by the City of Lodi to recover the costs associated with providing specific services and programs; and
- 2) That the Building, Mechanical, Plumbing, and Electrical Code related fees referenced below are hereby approved and become effective January 1, 2008.

**PART 1: COMMUNITY DEVELOPMENT DEPARTMENT**

**Section 1: Building Fees:**

That the Building Code related permit/inspection fees as shown below on Table 1-A are hereby approved:

**TABLE NO. 1-A**

TOTAL VALUATION	FEES
\$1.00 to \$500	\$50.00
\$501 to \$2,000	\$50.00 for the first \$500 plus \$1.30 each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.50 for the first \$2,000 plus \$14.00 for each additional thousand or fraction thereof to and including \$25,000.
\$25,001 to \$50,000	\$391.50 for the first \$25,000 plus \$10.10 for each additional thousand, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$644.00 for the first \$50,000 plus \$7.00 for each additional thousand, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$994.00 for the first \$100,000 plus \$5.60 for each additional or \$1,000 or fraction thereof.
\$500,000 to \$1,000,000	\$3,234.00 for the first \$500,000 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.

\$1,000,001 and up

\$5,609.00 for the first \$1,000,000.00 plus  
\$3.15 for each additional \$1,000.00, or  
fraction thereof.

**OTHER INSPECTION FEES AND REFUNDS:**

1. Inspections outside of normal business hours  
(minimum charge – 3 hours) \$65.00 per hr.
2. Reinspection fee assessed under provision  
of Section 108.8 \$50.00 each
3. Inspection for which no fee is specifically  
indicated \$50.00 per hr.
4. Additional plan review required by changes,  
additions, or revisions to approved plans  
(minimum charge – one half hour) \$65.00 per hr.
5. Special inspections required by owners, real estate  
agencies, or loan agencies to determine compliance  
to the Building Code in effect at the time of  
construction:  
  
First hour \$80.00  
Each additional hour \$34.00
6. Refunds on all permits shall be subject to an  
administrative processing fee \$35.00
7. Board of Appeals Fee \$250.00
8. Demolition Permit \$60.00
9. Manufactured Home, Commercial Coach The fee shall be one-half (1/2) of the  
valuation set out in Table No. 1-
10. Maintenance of Building Plans Fees to comply with Section 19850,  
Part 7 of the Health and Safety  
Code of the State of California. All  
new non-residential building plans,  
except agricultural buildings:  
Five percent (5%) of the building  
permit fee.
11. Disabled Access Surcharge Multi-family residential Disabled  
access Surcharge shall be five  
percent (5%) of the building permit  
fee. Commercial Disabled Access  
Surcharge shall be five percent (5%)  
of the building permit fee.
12. Energy Compliance Surcharge Residential energy compliance  
surcharge shall be five percent (5%)  
of the building permit fee.

13. Plan Checking Fees
- Commercial energy compliance surcharge shall be ten percent (10%) of the building permit fee.
- The plan checking fees for all buildings shall be sixty-five percent (65%) of the building permit fee, as set forth in this schedule.

## **Section 2 - Mechanical Code Fees:**

That the Mechanical Code related permit/inspection fees as shown below on Table 1-A are hereby approved:

**TABLE 1 –A**

1. For the issuance of each permit	\$30.00
2. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU's	\$15.00
3. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 BTU's to and including 500,000 BTU's	\$20.00
4. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 500,000 BTU's	\$25.00
5. For the installation or relocation of each floor furnace, including vent	\$15.00
6. For the installation or relocation of each suspended heater, recessed wall heater, or floor-mounted unit heater	\$15.00
7. For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit	\$10.00
8. For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code	\$15.00
9. For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 BTU's	\$15.00



10. For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 BTU's to and including 500,000 BTU's	\$25.00
11. For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 BTU's and including 1,000,000 BTU's	\$30.00
12. For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 BTU's to and including 1,750,000 BTU's	\$45.00
13. For the installation of or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU's	\$70.00
14. For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto	\$10.00
NOTE: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in this Code.	
15. For each air handling unit over 10,000 cubic feet per minute	\$15.00
16. For each evaporative cooler other than portable type	\$10.00
17. For each ventilation fan connected to a single duct	\$10.00
18. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$10.00
19. For the installation of each hood which is served by mechanical exhaust, including the ducts for hood	\$10.00
20. For each appliance or piece of equipment regulated by this Code but not classed in other appliance categories, or for which no other fee is listed in this Code	\$10.00
21. For single or multi-family building, the following flat rate shall apply	\$.045 Per SF
22. Appliance inspection (PG&E)	\$25.00

## OTHER INSPECTION FEES AND REFUNDS

- |  |         |
|--|---------|
| 1. Inspections outside of normal business hours<br>(Minimum charge – 3 hours)                        | \$65.00 |
| 2. Reinspection fee assessed under provision of<br>Section 305.(f)                                   | \$50.00 |
| 3. Inspections for which no fee is specifically<br>indicated (Minimum charge – one-half hour)        | \$65.00 |
| 4. Additional plan review as determined by the Building Official<br>(Minimum charge – one-half hour) | \$65.00 |
| 5. Refunds on all permits shall be subject to a<br>\$35.00 administrative processing fee             |         |

### **Section 3 - Plumbing Code Fees:**

That the Plumbing Code related permit/inspection fees as shown below on Table 1-1 are hereby approved:

**TABLE NO. 1-1**

---

For issuing each permit	\$30.00
In addition:	
1. For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$ 5.00
2. For each building sewer	\$ 10.00
3. Solar heaters	\$ 15.00
4. Rainwater systems-per drain	\$ 5.00
5. For each fire hydrant (first one) (each additional)	\$170.00 \$ 45.00
6. For each private sewage disposal system	\$ 25.00
7. For each heater and/or vent	\$ 5.00
8. For each gas piping system of one (1) to five (5) outlets	\$ 7.00
9. For each gas piping system of six (6) or more, per outlet	\$ 2.00
10. For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	\$ 30.00

11. For installation, alteration, or repair of water piping and/or water treating equipment	\$ 7.00
12. For repair or alteration of drainage or vent piping	\$ 7.00
13. For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$ 7.00
14. For vacuum breakers or backflow protective devices on tanks, vats, etc. or floor installation on plumbing fixtures including necessary water piping:	
One (1) to five (5)	\$ 7.00
Over five (5), each	\$ 1.50
15. Gasoline storage tanks	\$ 30.00
16. For new single or multi-family building, the following flat rate shall apply	\$.045 Per SF
17. Fire sprinkler systems shall be based on value charged according to the fee schedule of Section 15.04.030 of the Code of the City of Lodi	
18. Gas piping pressure test (PG&E)	\$ 15.00
19. Swimming pools	\$ 20.00
<b>OTHER INSPECTION FEES AND REFUNDS:</b>	
1. Inspections outside of normal business hours (Minimum charge-3 hours)	\$ 65.00 per hr
2. Reinspection fee	\$ 50.00 each
3. Inspections for which no fee is specifically indicated	\$ 50.00 per hr
4. Additional plan review as determined by the Building Official (minimum charge – one-half hour)	\$ 50.00 per hr
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee	

#### **Section 4 – Electrical Code Fees:**

That the Electrical Code related permit/inspection fees as shown below on Table 3-A are hereby approved:

**TABLE 3-A**

1. For issuing permits, a fee shall be paid for issuing each permit in addition to all other charges specified in this section	\$20.00
2. For wiring outlets at which current is used or controlled	\$ 1.00
3. For fixtures, sockets, or other lamp holding devices less than eighteen inches apart	\$ 1.00
4. For each five feet or fraction thereof multi-outlet assembly	\$ 1.00
5. For electric discharge lighting fixtures	\$ 2.00
6. Mercury vapor lamps and equipment	\$ 2.00
7. Heaters	\$ 4.00
8. X-ray machines	\$ 5.00
9. Swimming pools	\$30.00
10. Electric ranges, range top and ovens, clothes Dryers, water heaters	\$ 5.00
11. For fixed motors, transformers, welder, rectifier, air conditioners and other miscellaneous equipment or appliances shall be that given in the following table for the rating thereof;	
Up to and including 1 hp	\$ 5.00
Over 1 and not over 5	\$ 7.00
Over 5 and not over 20	\$10.00
Over 20 and not over 50	\$15.00
Over 50 and not over 100	\$20.00
Over 100 – Each motor per hp	\$ .20
12. For any equipment or appliance containing more than one motor or other current consuming components in addition to the motor or motors, the combined electrical ratings, converted to KVA of all shall be used to determine the fee; for the purposed of this subsection one H.P. or one KW is equivalent to one KVA.	
13. The fees for a change of location or replacement of equipment on	

the same premises shall be the same as that for a new installation. However, no fees shall be required for moving any temporary construction motor from one place to another on the same site during the time of actual construction work after a permit has once been obtained.

14. For switchboards the fees for installing, changing, replacing, relocating, or reinstalling a switchboard, or for additions to an existing switchboard shall be as follows:

a) 600 volts and less	
First switchboard section	\$20.00
Each additional section	\$10.00
b) Over 600 volts	\$30.00
Each additional section	\$15.00

15. For distribution panels the fee for each distribution panel, panelboard, or motor control panel that is installed, changed, replaced, relocated or reinstalled \$10.00

16. For service installations, the installation of each set of service conductors and equipment, including changing, replacing or relocating existing service equipment, the fees shall be as shown in the following table:

<u>TYPE OF SERVICE UNDER 600 VOLTS (Including One Meter)</u>	
0 to 100 Amperes	\$10.00
101 to 200 Amperes	\$20.00
201 to 500 Amperes	\$30.00
501 to 1200 Amperes	\$40.00
Over 1200 Amperes	\$75.00
All services over 600 volts	\$75.00
For each additional meter	\$ 2.00

17. For single-family dwelling on new construction work, the following flat rate shall apply to service panels, all outlets, range, dryer, and other miscellaneous circuits \$ .035 per SF

18. For multi-family building on new construction work, the following flat rate shall apply to subpanels, all outlets, range, dryer, and any other miscellaneous circuits \$ .035 per SF

19. Signs \$15.00 each

20. Inspections of damaged service \$20.00

No permit shall be issued to any person unless all fees due are paid in full.

## OTHER INSPECTION FEES AND REFUNDS

1. Inspections outside of normal business hours  
(Minimum charge – 3 hours) \$45.00 per hour
2. Reinspection fee \$35.00 each
3. Inspections for which no fee is specifically  
indicated \$34.00 per hour
4. Additional plan review required by changes,  
additions or revisions to approved plans  
(Minimum charge – one-half hour) \$34.00 per hour
5. Refunds on all permits shall be subject to a  
\$35.00 administrative processing fee.

**Section 5:** All resolutions or parts of resolutions in conflict herewith are repealed insofar as such conflict may exist; and

**Section 6:** This resolution shall be published one time in the “Lodi News-Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect on January 1, 2008, which date is at least thirty (30) days after the passage of this resolution.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Set Public Hearing for December 19, 2007, to Adopt Resolution Approving Paratransit Service Policy and Procedures and Implementing Proposed Changes to Existing Dial-A-Ride Services

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Set a public hearing for December 19, 2007, to adopt a resolution approving Paratransit Service Policy and Procedures and implementing proposed changes to existing Dial-A-Ride services.

**BACKGROUND INFORMATION:** The City of Lodi currently provides transit service as described in Table 1 (attached). In accordance with the Americans with Disabilities Act (ADA), the City is required to offer Complementary Paratransit (Dial-A-Ride, DAR) services for those unable to access the fixed route system. While the current system serves those transit riders who are unable to ride the fixed route, the system does not require riders to be certified ADA eligible (who would be given priority over other Dial-A-Ride passengers).

During the last Federal Transit Administration Triennial Review, the reviewers found that the City of Lodi needs to develop and implement an ADA Paratransit system capable of certifying ADA eligible patrons and tracking their ride requests (Attachment 1). The existing Dial-A-Ride service can be offered in addition to the ADA Paratransit service but is not required. Staff is recommending that the Dial-A-Ride service continue, however, we are recommending that the service be limited to reservations only during the hours that the fixed route operates. Demand responsive service would operate after fixed route stops running until Dial-A-Ride closes.

Staff will finalize the draft procedures and policies and make them available to the public at two forums in late November/early December. Staff will return to Council at the December 19 meeting for adoption of the new policies and procedures and anticipates an effective date of February 1, 2008.

**FISCAL IMPACT:** The total fiscal impact will be dependant upon the implementation of the ADA Complementary Paratransit service and any modifications to the existing Dial-A-Ride service.

**FUNDING AVAILABLE:** None required at this time.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager  
RCP/TMF/pmf  
Attachments

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

## Existing Schedule of Services

Service Type	Weekday Operating Hours	Saturday Operating Hours	Sunday Operating Hours	Fare (General Public/ Senior-Disabled-Medicare)
<b>Fixed Route</b>	6:15 am-6:54 pm	7:45 am-3:09 pm	7:45 am-3:09 pm	\$1.00/ \$0.50
<b>Dial-A-Ride (Reservations)</b>	6:15 am-9:00 pm	7:45 am-6:00 pm	7:45 am-4:00 pm	\$5.00/ \$1.50 (\$1.00 surcharge outside of Lodi)
<b>Dial-A-Ride (Demand)</b>	8:00 am-9:00 pm	8:00 am-5:00 pm	8:00 am-3:00 pm	\$5.00/ \$1.50 (\$1.00 surcharge outside of Lodi)

\* Reservations available the day before, no reservations taken on Holidays.

## Proposed Schedule of Services

Service Type	Weekday Operating Hours	Saturday Operating Hours	Sunday Operating Hours	Fare (General Public/ Senior-Disabled-Medicare)
<b>Fixed Route</b>	6:15 am-6:54 pm	7:45 am-3:09 pm	7:45 am-3:09 pm	\$1.00/ \$0.50
<b>VineLine (New Service)</b>	<b><i>6:15 am-7:00 pm</i></b>	<b><i>7:45 am-3:15 pm</i></b>	<b><i>7:45 am-3:15 pm</i></b>	<b><i>\$1.50 (No General Public) (\$1.00 surcharge outside of Lodi)</i></b>
<b>Dial-A-Ride (Reservations)</b>	6:15 am-9:00 pm	7:45am-6:00 pm	7:45 am-4:00 pm	\$5.00/ \$1.50 (\$1.00 surcharge outside of Lodi)
<b>Dial-A-Ride (Demand Response)</b>	<b><i>7:00 pm-9:00 pm</i></b>	<b><i>3:00 pm-5:00 pm</i></b>	<b><i>3:00 pm-4:00 pm</i></b>	<b><i>\$5.00/ \$1.50 (\$1.00 surcharge outside of Lodi)</i></b>

\* Reservations available the day before, VineLine passengers will be able to make next day service requests on Holidays.

Note: Changes shown in bold italics.



## **Federal Transit Administration Review Findings for ADA**

**Basic Requirement:** Titles II and III of the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of complementary paratransit service.

**Findings:** During this Triennial Review of the City of Lodi, deficiencies were found with the FTA requirements for ADA.

The City of Lodi, through its third party contractor, MV Transportation, operates a Fixed Route service and Dial-A-Ride. The City's public information refers to Dial-A-Ride as an open to the general public, demand response transit system. The City does not have an eligibility process to ensure only persons who meet the regulatory criteria are regarded as ADA eligible. Further, the City has not developed an appeals process. A review of the City's public information does not contain information sufficient to describe its ADA complementary paratransit service and the requirements to determine eligibility.

**Corrective Action and Schedule:** Within 30 days, the City is to submit a letter to the FTA Region IX Civil Rights Officer (CRO) expressing its intent to comply with the Federal Department of Transportation's requirements to provide paratransit service.

Within 60 days, the City is to provide the CRO with a draft management plan on how it will come into compliance with the DOT requirements for paratransit service. At a minimum, the plan should address how the City will:

- Implement eligibility and appeals processes
- Communicate to the public its paratransit and eligibility requirements
- Develop internal management controls to ensure the provision of service, service area, response time, fares, days and hours of service, trip purpose and subscription service are in accordance with the ADA Complementary Paratransit service requirements
- Develop procedures to ensure the City has adequate capacity to meet demand
- Develop procedures to ensure the City has adequate oversight of the contracted paratransit services

Within 120 days, the City is to submit to the CRO evidence of its eligibility and appeals processes, public information and management procedures.

**Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Conduct a Public Hearing for the adoption of a Resolution Establishing a Fee Schedule for the Permit to Operate for Mobile Food Vendors

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** That the City Council conduct a Public Hearing to consider the adoption of a Resolution establishing a Fee Schedule for the Permit to Operate for Mobile Food Vendors.

**BACKGROUND INFORMATION:** On July 18, 2007, the City Council adopted an Ordinance establishing a new process for regulating vending activities from the public right-of-way and from private property. One of the key elements of those new regulations is the Permit to Operate.

The Permit to Operate process requires that Vendors submit an application and other required documentation as proof that they are in compliance with the general regulations of the ordinance and to allow Staff to check compliance with any site specific requirements.

During the process of developing these regulations, Staff met with the vendors to receive their input on the various aspects of the proposed regulations. This included discussion of the need for a Fee Schedule to cover the costs related to administering the Permit to Operate process. Through the course of that discussion, the vendors were accepting of the fee concept as long as any fees imposed are reasonable and not cost restrictive. What was discussed and deemed reasonable by the vendors at those meetings is a fee which ranges from \$125 for food carts to \$175 for the lunch trucks, for the County's Environmental Health Permit.

The amount of time necessary to review each application for a Permit to Operate will vary, depending on the nature and location of the vending activity, as well whether it is the initial application or a renewal of an existing Permit to Operate. Accordingly, the Fee Schedule will need to reflect those differences in the time and costs involved in the review.

It is estimated that the review of the initial application for the annual Permit to Operate will require one and one-half hour each from the Community Improvement Manager and a supporting Administrative Clerk. It is estimated that the renewal of a Permit to Operate will require one-half of the time of the initial application review. It is estimated that the review of an application for a one-time, special event or activity will require no more than one-hour each from both the Manager and supporting Clerk.

APPROVED: \_\_\_\_\_  
Blair King, City Manager

The Staff costs associated with the following table are based upon a Staff Time Analysis that was provided by the Finance Department.

Fee Description	Related Staff	Cost	Proposed Fee Amount
Initial Application Fee	Comm. Imp. Manager	\$70/hr x 1.5	\$150.00
	Admin Clerk	\$30/hr x 1.5	
Renewal Application Fee	Comm. Imp. Manager	\$70/hr x .75	\$75.00
	Admin Clerk	\$30/hr x .75	
Special Event/Activity Fee	Comm. Imp. Manager	\$70/hr x 1	\$100.00
	Admin Clerk	\$30/hr x 1	

In preparing the proposed Fee Schedule, Staff has also looked at the following comparable fees within the Community Development Department and the previously stated Environmental Health Department (EHD) Permit Fees and feels that what is being recommended to the City Council for approval is fair and reasonable.

- Administrative Deviation \$350 + hourly
- Appeals \$300
- Home Occupation \$100
- Landscape Review \$175 + hourly
- Prelim. Environmental Assessment \$250 + hourly
- Pre-Development Review \$250
- Annual EHD – Pushcarts \$125
- Annual EHD – Lunch trucks \$175

**FISCAL IMPACT:**

The following revenues are being projected for the 2007/08 Fiscal Year, as well as for 2008/09 and all subsequent years. These fees are projected to cover the costs of review.

	2007/08	2008/09 +
Application Fees for Initial Annual Permit	\$1950	\$300
Application Fees to Renew Annual Permit	0	\$975
Application Fees for Special Event/Activity	\$125	\$125

**FUNDING AVAILABLE:** N/A

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Randy Hatch  
Community Development Director

RH/jw

Attachments

cc:

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
ADOPTING THE FEE SCHEDULE FOR THE PERMIT  
TO OPERATE FOR MOBILE FOOD VENDORS

=====

WHEREAS, the Lodi Municipal Code requires the City Council, by Resolution, to set fees for various services provided by the City of Lodi to recover those costs associated with providing specific services and programs; and

WHEREAS, on July 18, 2007, the City Council did adopt an Ordinance that established a new process for regulating vending activities from the public right-of-way and from private property; and

WHEREAS, one of the key elements of those new regulations is the Permit to Operate, which is required for all vendors; and

WHEREAS, the Permit to Operate process requires that all Vendors submit an application and other required supporting documentation as proof that they are in compliance with the general regulations of the Ordinance and to allow Staff to check compliance with any site specific requirements; and

WHEREAS, Staff has estimated the amount of time necessary to review the three categories of Permit to Operate, 1) Application for Initial Annual Permit to Operate, 2) Application for Renewal of Annual Permit to Operate, and 3) Application for Special Event/Activity; and

WHEREAS Staff has also factored in the related personnel costs based upon a Staff Time Analysis that was prepared by the Finance Department,

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve staff recommendations to establish a Fee Schedule for the Permit to Operate for mobile food vendors as follows:

Fee Description	Fee Amount
Initial Annual Permit To Operate	\$150
Renewal of Annual Permit to Operate	\$75
Special Event/Activity Permit to Operate	\$100

Dated: November 21, 2007

=====

I hereby certify that Resolution 2007-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held on November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION  
ESTABLISHING A FEE SCHEDULE FOR THE PERMIT TO OPERATE  
FOR MOBILE FOOD VENDORS**

**PUBLISH DATE: SATURDAY, NOVEMBER 10, 2007**

**LEGAL AD**

**TEAR SHEETS WANTED: One (1) please**

**SEND AFFIDAVIT AND BILL TO:** RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED: THURSDAY, NOVEMBER 8, 2007**

**ORDERED BY: RANDI JOHL  
CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
CYNTHIA MURPHY  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS Faxed to the Sentinel at 369-1084 at 2:30 (time) on 11/8/07 (date) 2 (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ CH \_\_\_\_\_ CM \_\_\_\_\_ JMP (initials)



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

### NOTICE OF PUBLIC HEARING

Date: November 21, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, November 21, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider approval of the following item:

- a) **Adoption of a resolution establishing a fee schedule for the permit to operate for mobile food vendors.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.


If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Jennifer M. Perrin  
Deputy City Clerk

**Dated: November 7, 2007**

Approved as to form:

  
D. Stephen Schwabauer  
City Attorney





## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR THE PERMIT TO OPERATE FOR MOBILE FOOD VENDORS**

On Friday, November 9, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adoption of a resolution establishing a fee schedule for the permit to operate for mobile food vendors (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 9, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
CYNTHIA MURPHY  
ADMINISTRATIVE CLERK



## **DECLARATION OF MAILING**

### **PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR THE PERMIT TO OPERATE FOR MOBILE FOOD VENDORS**

On Friday, November 9, 2007, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider adoption of a resolution establishing a fee schedule for the permit to operate for mobile food vendors, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

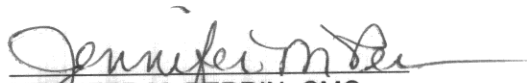
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 9, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK, CITY OF LODI**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
CYNTHIA MURPHY  
ADMINISTRATIVE CLERK



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Conduct a Public Hearing to consider adoption of a Resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008.

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Conduct a Public Hearing to consider adoption of a Resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008.

**BACKGROUND INFORMATION:** On February 21, 2001 the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The Plan included a schedule of fees to be paid by land-owners who propose to develop their property with non-agricultural uses. These fees are used to mitigate the cumulative impacts of new development on habitat lands within Lodi and San Joaquin County. According to the San Joaquin Council of Governments (SJCOG), it is necessary for all jurisdictions covered by the Plan to adopt the annual Habitat Conservation Plan (HCP) fees in order for those jurisdictions to continue to participate in the Plan. SJCOG prepared a SJMSCP Financial Analysis Update in 2006 that provided the justification for a significant fee increase in 2007. The Financial Analysis Update also established a formula method that provides for future annual adjustments of the fee schedule based on the established criteria. Utilizing this formula, the SJCOG has established a new fee schedule for 2008 (attachment). For 2008, the fees for the categories of Open Space lands and Agriculture/Natural lands (the two largest categories) have actually decreased slightly. Fees for Vernal Pool lands have increased slightly. An explanation of the analysis methodology is included in the SJCOG staff report (attachment).

On August 23, 2007 the SJCOG Board unanimously approved the 2008 HCP fees. All local jurisdictions are now being asked to adopt the new fee schedule that will take effect on January 1, 2008. Given that these development fee changes will take effect on January 1, 2008, it is essential that the City adopt the new fees at the earliest possible date in order for the City to remain a participant in the Plan. With the adoption of this fee schedule, the fee per acre will be \$6,165 for Multi-Purpose Open Space land (5.3% decrease); \$12,329 for Natural and Agriculture land (5.3% decrease); and \$35,143 for Grassland Vernal Pool land (0.5% increase) and \$71,125 for Wetted Vernal Pool land (1.8% increase). The fees will be paid by land owners covered by the Plan who develop their property with projects that are subject to the HCP fees.

APPROVED: \_\_\_\_\_  
Blair King, City Manager

**FISCAL IMPACT:** No fiscal impact on the City.

**FUNDING AVAILABLE:** None required.

---

Randy Hatch, Community Development Director

Attachments: 1) Staff Report from SJCOG w/Fee Analysis Update summary  
2) 2008 Fee schedule

RH/dm/kjc

## Staff Report

**SUBJECT:** 2008 SJMSCP Development Fees

**RECOMMENDED ACTION:** Motion to Approve the 2008 SJMSCP Development Fees as Adjusted Pursuant to Land Sale Comparables and Consumer Price Index

### DISCUSSION:

In accordance with the SJMSCP and the new financial analysis model adopted by the SJCOG, Inc. Board in late 2006, SJCOG, Inc. staff shall notify each local jurisdiction regarding proposed annual adjustments to the SJMSCP development fees. The development fees are calculated using a formula method which will be adjusted annually as shown in the table below [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees. The development fees established must be adopted by each of the jurisdiction and would become effective on January 1<sup>st</sup> of the subsequent year for projects using the SJMSCP.

#### *2007 SJMSCP Development Fees*

<i>Habitat Type</i>	<i>Category A</i>	<i>Category B</i>	<i>Category C</i>	<i>Total Fee</i>	<i>Rounded Fee*</i>
<i>Open Space</i>	<i>\$4,435.03</i>	<i>\$1,327.58</i>	<i>\$748.45</i>	<i>\$6,511.06</i>	<i>\$6,511</i>
<i>AG/Natural</i>	<i>\$8,870.05</i>	<i>\$2,655.16</i>	<i>\$1,496.90</i>	<i>\$13,022.11</i>	<i>\$13,022</i>
<i>Vernal Pool (grasslands)</i>	<i>\$28,980.00</i>	<i>\$500.01</i>	<i>\$5,478.00</i>	<i>\$34,958.01</i>	<i>\$34,958</i>
<i>Vernal Pool (wetted)</i>	<i>\$28,980.00</i>	<i>\$35,400.03</i>	<i>\$5,478.00</i>	<i>\$69,858.03</i>	<i>\$69,858</i>

#### **Category A (acquisition) - Comparables**

This category is directly related to land valuation based on comparables which occur in specific zones of the plan. This category is evaluated on a yearly basis by taking all qualified comparables in each zone, including SJCOG, Inc. easements, to set a weighted cost per acre using the same methodology as in the Financial Analysis Update in 2006 created by EPS. The SJCOG, Inc. easements are evaluated using the appraised value of the property in the before condition to be included with the fee title sales of other property occurring in San Joaquin County meeting specific criteria below (Tables A, B, C attached). The final weighted cost per acre of each zone is calculated into a blended rate under Category A (acquisition) figure for each habitat type (Tables 1-8 attached).

The criteria to determine valid comparables used in the weighted calculation are:

1. All SJCOG, Inc. transactions (fee title and appraised value of unencumbered property)
2. Sales not less than 40 acres
3. Sales not greater than 500 acres
4. No parcels with vineyard or orchard (except SJCOG, Inc. transactions for special needs)
5. Must be land which would fulfill mitigation under the plan
6. Not greater than 2 years old from the date of June 30<sup>th</sup> of each year with all acceptable comparables included (criteria 1-5). A minimum of 10 acceptable comparables are required for analysis. If the minimum of 10 transactions are not available, the time period will extend at 3 month intervals prior to the beginning date until 10 comparables are gathered.

The calculation results in a decrease to the Agricultural/Natural Habitat type of Category A (acquisition) component to be **\$8,048.33**.

***Category B (assessment & enhancement) - Consumer Price Index***

This category is a straight forward use of an average of the California Consumer Price Index (CPI) calculator, as reported by the California Department of Finance, for a 12 month period following a fiscal year (July – June) to keep up with inflation on a yearly basis. The California CPI calculation was an increase of **3.1%**.

The calculation results in an increase of the Category B (Assessment & Enhancement) component to be **\$2,737.47**.

***Category C (management & administration) - Consumer Price Index***

This category is a straight forward use of an average of the California Consumer Price Index (CPI) calculator, as reported by the California Department of Finance, for a 12 month period following a fiscal year (July – June) to keep up with inflation on a yearly basis. The California CPI calculation was an increase of **3.1%**.

The calculation results in an increase of the Category C (Management & Administration) component to be **\$1,543.30**.

SJCOG, Inc. staff calculated the fees using the SJMSCP Financial Analysis formula model [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)] which is shown in Table 1-8 attached. The overall result in the calculations was a decrease in the fees from the 2007 to the 2008. The final 2008 SJMSCP development fees are shown in the table below.

**2008 SJMSCP Development Fees**

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee*
<b>Open Space</b>	\$4,024.17	\$1,368.73	\$771.65	\$6,164.55	<b>\$6,165</b>
<b>AG/Natural</b>	\$8,048.33	\$2,737.47	\$1,543.30	\$12,329.11	<b>\$12,329</b>
<b>Vernal Pool</b> (grasslands)	\$28,980.00	\$515.51	\$5,647.82	\$35,143.33	<b>\$35,143</b>
<b>Vernal Pool</b> (wetted)	\$28,980.00	\$36,497.43	\$5,647.82	\$71,125.25	<b>\$71,125</b>

At the August HTAC, the HTAC committee made a recommendation for the Board to approve 2008 SJMSCP Development Fees.

### **RECOMMENDATION:**

Staff recommends the HTAC approve the recommendation to SJCOG, Inc. to adopt the 2008 SJMSCP development fees.

*Prepared by: Steve Mayo, Senior Regional Planner*

*M:\STAFFRPT\2007\August\Board\SJCOG, Inc.\2008 SJMSCP Development Fees*

Table A. *Central Zone Properties*

Address	APN	Zone	Sale Date	Price	Acres	Price/Acre	Habitat Type	Appreciated Price	Appreciated Price/Acre
17463 Gawne Road, Stockton, CA	189-100-02	Central	07/26/2005	\$1,112,575.00	142	\$7,835.04	C34	\$1,325,817.69	\$9,336.74
6771 E. State Route 12 Lodi, CA	049-130-52	Central	08/22/2005	\$1,650,000.00	106	\$15,566.04	C34	\$1,952,498.79	\$18,419.80
Greenwood Tracy, CA	255-240-12	Central	09/28/2005	\$950,000.00	98	\$9,693.88	C34	\$1,116,249.34	\$11,390.30
30444 E. State Route 4, Farmington, CA	187-440-07	Central	11/02/2005	\$1,500,000.00	146.22	\$10,258.51	C34	\$1,737,499.05	\$11,882.77
33667 S. Greenwood Road, Tracy, CA	255-240-02	Central	04/03/2006	\$2,185,000.00	196.79	\$11,103.21	C34	\$2,439,915.65	\$12,398.58
3102 W. Berry Ave, Tracy, CA	213-270-18	Central	04/07/2006	\$800,000.00	86.47	\$9,251.76	C34	\$893,332.96	\$10,331.13
989 East Critchett Road, Tracy, CA	241-110-36	Central	04/25/2006	\$1,230,000.00	50	\$24,600.00	C34	\$1,373,499.43	\$27,469.99
Richland B2		Central	06/01/2006	\$1,575,000.00	240.56	\$6,547.22	C34	\$1,732,499.37	\$7,201.94
26026 Kasson Road, Tracy, CA	239-230-03	Central	03/23/2007	\$2,328,840.00	258.76	\$9,000.00	C34	\$2,387,060.77	\$9,225.00
8074 W. Delta Ave, Tracy, CA	213-020-11	Central	06/11/2007	\$1,700,000.00	98.08	\$17,332.79	C34	\$1,700,000.00	\$17,332.79
<i>Machado Property*</i>		Central	07/31/2006	\$1,040,000.00	160	\$6,500.00	C34	\$1,135,332.95	\$7,095.83
<i>Beck Property*</i>		Central	08/22/2006	\$2,856,000.00	204	\$14,000.00	C34	\$3,093,999.05	\$15,166.66
<i>Hansen Property*</i>		Central	04/26/2006	\$1,359,000.00	271	\$5,014.76	C34	\$1,517,549.37	\$5,599.81
* SICOG, Inc. Preserves			<b>TOTAL</b>	<b>\$20,286,415.00</b>	<b>2057.88</b>	<b>\$9,857.92</b>		<b>\$22,405,254.40</b>	<b>\$10,887.54</b>



Table B. *Delta Properties*

Address	APN	Zone		Price	Acres	Price/Acre	Habitat Type	Appreciated Price	Appreciateddd Price/Acre
1122 Crocker Road, Stockton, CA	191-100-02	Delta	07/08/2005	\$690,000.00	124.72	\$5,532.39	C34	\$822,249.47	\$6,592.76
11981 S. Roberts Road, Stockton, CA	191-150-13	Delta	11/15/2005	\$1,508,000.00	260	\$5,800.00	C34	\$1,746,765.71	\$6,718.33
11937 Wing Levee Road, Tracy, CA	189-210-09	Delta	06/16/2006	\$3,233,366.00	361.27	\$8,950.00	C34	\$3,556,701.31	\$9,844.99
<i>Van Loben Sels 1*</i>		Delta	12/01/2005	\$1,368,570.00	133	\$10,290.00	C34	\$1,573,854.68	\$11,833.49
<i>Van Loben Sels 2*</i>		Delta	02/01/2006	\$2,667,600.00	270	\$9,880.00	C34	\$3,001,048.67	\$11,115.00
<i>Ishizuka Preserve*</i>		Delta	03/01/2006	\$2,680,360.00	296.5	\$9,040.00	C34	\$3,082,412.39	\$10,395.99
<b>TOTAL</b>				<b>\$12,147,896.00</b>	<b>1445.49</b>	<b>\$8,404.00</b>		<b>\$14,476,233.42</b>	<b>\$10,014.76</b>

\* SJCOG, Inc. Preserves

Table C. *Encumbered Properties*

Address	APN	Zone		Price	Acres	Price/Acre	Habitat Type	Appreciated Price	Appreciated Price/Acre
Hammer Trust / Morais			06/25/2004	\$854,000.00	388.89	\$2,195.99	C34	\$930,860.00	\$2,393.63
Nature Conservancy			07/22/2004	\$658,000.00	328.8	\$2,001.22	C34	\$715,575.00	\$2,176.32
Caffese Trust / Leventini			10/17/2003	\$550,000.00	179.91	\$3,057.08	C34	\$610,500.00	\$3,393.36
Rurup Trust / Suprenant			01/09/2004	\$425,000.00	195	\$2,179.49	C34	\$468,562.50	\$2,402.88
Heritage Land Co. / Olagaray Bros PTP			04/13/2005	\$712,000.00	215.64	\$3,301.80	C34	\$758,280.00	\$3,516.42
<b>TOTAL</b>				<b>\$3,199,000.00</b>	<b>1,308.24</b>	<b>\$2,445.27</b>		<b>\$3,483,777.50</b>	<b>\$2,662.95</b>

Table 1 *2008 SJMSCP Habitat Mitigation Fees*

<b>2008 Fees</b>	<b>Acquisition Costs</b>	<b>Assessment &amp; Enhancement</b>	<b>Management and Administration</b>	<b>Total</b>	<b>Total Rounded</b>
Other Open Space	\$4,024.17	\$1,368.73	\$771.65	\$6,164.55	<b>\$6,165</b>
Natural/Ag Lands	\$8,048.33	\$2,737.47	\$1,543.30	\$12,329.11	<b>\$12,329</b>
Vernal Pool Grasslands	\$28,980.00	\$515.51	\$5,647.82	\$35,143.33	<b>\$35,143</b>
Vernal Pool Wetted	\$28,980.00	\$36,497.43	\$5,647.82	\$71,125.25	<b>\$71,125</b>

**Table 2    *Per-Acre Land Value Summary***  
*SJMSCP 2008 Fee Evaluation*

<b>Land Use</b>		<b>Central Zone</b>	<b>Primary Zone of the Delta</b>	<b>Southwest Zone</b>
Fee Title	a*	\$10,888	\$10,015	\$1,500
Row Crops/Grazing	b**	\$2,663	\$2,413	\$500
Easement Costs	a-b	\$8,225	\$7,602	\$1,000

\*based off of 6/30/05-6/30/07 Applicable Ag Sale Comparables (Table A & B)

\*\*based off of SJMSCP Fin. Anal. Proxy Properties (Table C) Estimate for encumbered land in the Delta Zone is \$250 lower than that of the Central Zone Based on lower market rents for row crop land.

Table 3 *Per Acre Acquisition Cost Summary*

SJMSCP 2008 Fee Evaluation		SJMSCP Zone			Total Weighted Acquisition Cost A+B+C
		Central Zone	Primary Zone of the Delta	Southwest Zone	
Land Use Category		A	B	C	
Easement Cost by Zone (1)	d	\$8,225	\$7,602	\$1,000	
<b>Natural Lands</b>					
Riparian					
Percent in Zone (2)	e	89%	11%	0%	
Weighted Costs (3)	d*e	\$7,319.89	\$836.19	\$0.00	<b>\$8,156.08</b>
Delta Submerged Aquatic					
Percent in Zone (2)	f	0%	100%	0%	
Weighted Costs (3)	d*f	\$0	\$7,602	\$0	<b>\$7,602</b>
Other Water's Edge					
Percent in Zone (2)	g	100%	0%	0%	
Weighted Costs (3)	d*g	\$8,225	\$0	\$0	<b>\$8,225</b>
Southwest Grasslands					
Percent in Zone (2)	h	0%	0%	100%	
Weighted Costs (3)	d*h	\$0	\$0	\$1,000	<b>\$1,000</b>
Vernal Pool Wetted (4)		n/a	n/a	n/a	<b>\$9,200</b>
Vernal Pool Grasslands (4)		n/a	n/a	n/a	<b>\$9,200</b>
<b>Agricultural Lands</b>					
Percent in Zone (2)	i	97%	3%	0%	
Weighted Costs (3)	d*i	\$7,977.85	\$228.05	\$0.00	<b>\$8,205.91</b>

(1) See Table 2.

(2) Percent of total lands in each category assumed to be in a given zone. Based on 1996 Economic Analysis

(3) Weighted average cost based on proportion of total land in each zone. Assumes easement acquisition for lands categorized as agriculture, riparian, delta submerged, other's waters edge, and southwest grasslands.

(4) Assumes fee title acquisition for vernal pool lands. Vernal pools fee title land costs assumed to be about 80% of average Central Zone fee title costs.

**Table 4    *Total Acquisition Costs***  
*SJMSCP 2008 Fee Evaluation*

<b>Preserve Types</b>	<b>Cost per Acre (1)</b>	<b>Transaction Costs (2) 5%</b>	<b>Total Land Acquisition Costs</b>
Agricultural Lands	\$8,205.91	\$410.30	<b>\$8,616.20</b>
Natural Lands			
Riparian	\$8,156.08	\$407.80	<b>\$8,563.88</b>
Delta Submerged Aquatic	\$7,601.76	\$380.09	<b>\$7,981.85</b>
Other Water's Edge	\$8,224.59	\$411.23	<b>\$8,635.82</b>
Southwest Grasslands	\$1,000.00	\$50.00	<b>\$1,050.00</b>
Vernal Pool Wetted	\$9,200.00	\$460.00	<b>\$9,660.00</b>
Vernal Pool Grasslands	\$9,200.00	\$460.00	<b>\$9,660.00</b>

(1) See Table 3. Assumes easement purchases in all cases except fee title purchases for vernal pool lands.

(2) Transaction costs include biological baseline, appraisal, escrow, and survey costs.

Table 5 **Total Per-Acre Costs**  
*SJMSCP 2008 Fee Evaluation*

Preserve Type	Land Acquisition	% of Total Preserve Lands	Total Preserve Acres	Total Costs of Acquisition
Agricultural Lands	\$8,616.20	57%	57,635	<b>\$496,594,707.46</b>
Natural Lands				
Riparian	\$8,563.88	19%	19,185	<b>\$164,298,088.35</b>
Delta	\$7,981.85	0%	10	<b>\$79,818.48</b>
Other Water's Edge	\$8,635.82	2%	1,584	<b>\$13,679,138.09</b>
Southwest Grasslands	\$1,050.00	4%	4,146	<b>\$4,353,300.00</b>
Average of Natural/Ag Lands	\$8,224.38	82%	82,560	<b>\$679,005,052.38</b>
Vernal Pool Wetted	\$9,660.00	2%	354	<b>\$3,419,640.00</b>
Vernal Pool Grasslands	\$9,660.00	16%	17328	<b>\$167,388,480.00</b>

Table 6 **Total Preserve Costs, Breakdown by Category**  
*SJMSCP 2008 Fee Evaluation*

Preserve Type	Total Preserve Acres	Acquisition Costs	
		Per Acre	Total
Vernal Pool Wetted	2,121	\$9,660.00	<b>\$20,488,860.00</b>
Vernal Pool Grasslands	15,561	\$9,660.00	<b>\$150,319,260.00</b>
Nat/Ag Lands	82,860	\$8,224.38	<b>\$681,472,367.25</b>
<b>Total</b>	<b>100,542</b>		<b>\$852,280,487.25</b>



Table 7 *Vernal Pool Surface and Grasslands*  
*SJMSCP 2008 Fee Evaluation*

Preserve Type	Acres Converted	Acquisition Costs
<b>Vernal Pool Wetted</b>	707	
Total Cost		\$20,488,860.00
Fee per Acre		<b>\$28,980.00</b>
<b>Vernal Pool Grasslands</b>	5,187	
Total Cost		\$150,319,260.00
Fee per Acre		<b>\$28,980.00</b>

Table 8 *Nat/Ag Land and Open Space*  
*SJMSCP 2008 Fee Evaluation*

Preserve Type	Land Acquisition		Total
	Land Acquisition	Transaction	
Cost associated with Nat/Ag Lands Conversion	\$647,398,748.89	\$34,073,618.36	<b>\$681,472,367.25</b>
Nat/Ag Land Conversion	65,940	65,940	<b>65,940</b>
Other Open Space Conversion	37,465	37,465	<b>37,465</b>
Multiplier for Nat/Ag Land Conversion	1	1	<b>1</b>
Multiplier for Other Open Space	0.5	0.5	<b>0.5</b>
<b>Land Acquisition Component of Nat/Ag Lands Fee</b>	<b>\$7,645.92</b>	<b>\$402.42</b>	<b>\$8,048.33</b>

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI  
AMENDING THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT  
CONSERVATION AND OPEN SPACE PLAN (SJMSCP)  
DEVELOPMENT FEE.

=====

WHEREAS, the City Council of the City of Lodi adopted an Ordinance establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new developments pursuant to the SJMSCP within the City of Lodi; and

WHEREAS, a "Fee Study" dated July 16, 2001 was prepared which analyzed and identified the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

WHEREAS, the purpose of the SJMSCP Development Fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lodi and in San Joaquin County; and

WHEREAS, after considering the Fee Study and the testimony received at the public hearing, the Lodi City Council approved said report; and further found that the future development in the City of Lodi will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP Covered Species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial Open Space uses; and

WHEREAS, an "Updated Fee Study" dated November 2, 2006 was prepared which analyzed and identified the costs and funding of the SJMSCP; and

WHEREAS, the current SJMSCP Development Fee for natural lands and agricultural lands is \$3,463 an acre for the year 2007 due to annual adjustments consistent with the California Construction Cost Index (CCCI); and

WHEREAS, the Updated Fee Study identified the fee an acre for natural lands and agricultural lands for the year 2007 as \$13,022; and

WHEREAS, the current fee of \$3,463 an acre is inadequate to finance the goals and objectives of the SJMSCP due to the increasing cost of land in San Joaquin County; and

WHEREAS, the SJMSCP Development Fees are divided into three categories: vernal pool habitat, natural land and agricultural habitat land, and multi-purpose open space conversion; and

WHEREAS, the SJMSCP Development Fees for vernal pool habitat and multi-purpose open space conversion will likewise be increased consistent with the Updated Fee Study findings for the year 2007. A table illustrating the Development Fee increases for the three categories of land is attached hereto as Exhibit "A"; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments, based on the method set forth in this resolution, shall be made to the fees annually; and

WHEREAS, the fee shall now be comprised of three components: Acquisition Costs, Assessment and Enhancements, and Management and Administration. The Assessment and Enhancements and Management and Administration components shall be adjusted annually based on the Consumer Price Index (CPI). The Acquisition Cost component shall be adjusted annually based on a minimum of ten comparable agricultural sales within the previous two years. If ten acceptable comparables are not found, then the two-year window will increase in three-month intervals until ten acceptable comparable agricultural sales are found. The comparable agricultural sales shall meet the following criteria: over forty acres in size, but under 500 acres in size, no orchard or vineyard properties shall be included, and all comparable sales must be on land that is consistent as mitigation land under the SJMSCP. In addition, all SJCOG, Inc. transactions regardless of size or sale type will be included in the comparables; and

WHEREAS, the Updated Fee Study with the SJMSCP and the fee amendment were available for public inspection and review in the office of the City Clerk for more than 10 days prior to the date of this Public Hearing;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LODI, AS FOLLOWS:

1. The City Council finds and declares that the purposes and uses of the Development Fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance 1707, and remain valid, and the City Council therefore adopts such determinations.
2. The City Council finds and declares that since adoption of Ordinance 1707, the cost of land has increased in San Joaquin County and that in order to maintain the reasonable relationship established by Ordinance 1707, it is necessary to increase the Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.
3. The Development Fee for natural lands and agricultural land shall be \$12,392 an acre based on Table 1 in the Updated Fee Study and is consistent with the Updated Fee Study dated November 2, 2006.
4. The Development Fee for vernal pool habitat and multi-purpose open space conversion shall be consistent with the table identified in Exhibit "A" and attached hereto.
5. The Fee provided in this resolution shall be effective on January 20, 2008, which is at least sixty (60) days after the adoption of this resolution.

Dated: November 21, 2007

=====

I hereby certify that Resolution 2007-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held on November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS -

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_

**Exhibit A**

**2008 Updated Habitat Fees**

<b>Habitat Type</b>	<b>Fee Per Acre</b>
Multi-Purpose Open Space	\$6,165
Natural	\$ 12,329
Agriculture	\$ 12,329
Vernal Pool - uplands	\$ 35,143
Vernal Pool - wetted	\$ 71,125



***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT:** PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION  
AMENDING THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT  
CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEES FOR  
2008

**PUBLISH DATE:** SATURDAY, NOVEMBER 10, 2007


**LEGAL AD**

**TEAR SHEETS WANTED:** One (1) please

**SEND AFFIDAVIT AND BILL TO:** RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** THURSDAY, NOVEMBER 8, 2007

**ORDERED BY:** RANDI JOHL  
CITY CLERK

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
CYNTHIA MURPHY  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS Faxed to the Sentinel at 369-1084 at 2:30 (time) on 11/8/07 (date) 2 (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ JMP \_\_\_\_\_ CF \_\_\_\_\_ CM (initials)



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION AMENDING THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEES FOR 2008**

On Friday, November 9, 2007, in the City of Lodi, San Joaquin County, California, a copy of a Notice of Public Hearing to consider adoption of a resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees For 2008 (attached hereto, marked Exhibit "A") was posted at the following four locations:

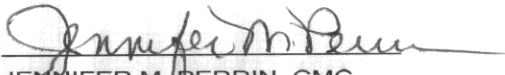
Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 9, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
CYNTHIA MURPHY  
ADMINISTRATIVE CLERK





## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: November 21, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**

City Clerk

Telephone: (209) 333-6702

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, November 21, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Adoption of a resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

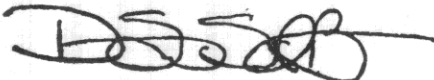
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Jennifer M. Perrin  
Deputy City Clerk

**Dated: November 7, 2007**

Approved as to form:



D. Stephen Schwabauer  
City Attorney



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Appointments to the Lodi Planning Commission and Library Board of Trustees  
**MEETING DATE:** November 21, 2007  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Lodi Planning Commission and Library Board of Trustees.

**BACKGROUND INFORMATION:** The City Clerk's Office was previously directed to post for one vacancy on the Lodi Planning Commission and one vacancy on the Library Board of Trustees. The Mayor is currently reviewing the applications and will announce his selections at the November 21, 2007, Council meeting. Appointments will be effective December 1, 2007.

**Lodi Planning Commission**

Term to expire June 30, 2009

NOTE: The application deadline closes on 11/19/07;  
published in Lodi News Sentinel 10/17/07

**Library Board of Trustees**

Term to expire June 30, 2009

NOTE: Five applicants (three new applications and two on file);  
published in Lodi News Sentinel 9/22/07; application deadline 10/22/07

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/JMP

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through October 31, 2007.

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** See attached.

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Randi Johl  
City Clerk

RJ/JMP

Attachment

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**PROTOCOL ACCOUNT SUMMARY**  
**FISCAL YEAR 2007-08**

*Cumulative Report through October 31, 2007*

Date	Vendor	Description	Amount	Balance
				<b>Starting Bal.</b> <b>\$12,000.00</b>
7/19/07	Smart & Final	Cookies and water for special joint meeting w/RDA and Planning Commission (7/19/07)	\$ 34.98	
8/8/07	Paper Direct	Invitation paper for B/C Reception	61.93	
8/21/07	Arthur's Party World	Bags & ribbon for B/C Reception favors	30.69	
8/21/07	Target	Candy for B/C Reception favors	14.98	
8/21/07	UPS Store	Copies of covers for B/C Reception program	37.50	
8/29/07	Arthur's Party World	Confetti for tables for B/C Reception	16.38	
9/4/07	Lakewood Liquors	Wine for the B/C Reception	158.91	
9/5/07	Touch of Mesquite	Catering services for the B/C Reception	1,830.67	
9/14/07	Baudville	Favors for the B/C Reception	287.25	
9/14/07	Presenta Plaque	Presentation boards for certificates of recognition	222.89	
10/1/07	Weigums Nursery	Centerpieces for B/C Reception	123.64	
10/24/07	C. Sanders Emblem	Customized Lodi Cloisonne pins (round, purple City pins)	364.34	
			<i>Total Expenditures:</i> (\$ 3,184.16)	<b>Ending Bal.</b> <b>\$8,815.84</b>

Prepared by: JMP



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager and Electric Utility Director to Procure up to \$10 Million Per Year of Energy and Capacity for FY09 Through FY11 (EUD)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager and/or Electric Utility Director to procure electricity and/or natural gas to reduce Electric Utility Department's open position (energy and capacity not fully procured on an advanced basis) for fiscal years 2008-09 (FY09) through 2010-11 (FY11) in accordance with the City of Lodi Energy Risk Management Policies at a total cost not to exceed \$10 million for each year.

**BACKGROUND INFORMATION:** Lodi's Electric Utility Department (EUD) must procure wholesale energy to meet its customer load obligations for FY09 and beyond. In FY09, EUD's projected "open position" is approximately 112 gigawatt-hours (GWh) or about 23% of EUD's total customer load obligation.

To the extent EUD has a net open position, it is exposed to price risk associated with market volatility since prices regularly rise and fall in the wholesale energy markets, particularly in day-ahead, hour ahead, and real-time markets. To reduce exposure to this price risk to an acceptable level, EUD's open position can be reduced through strategic market purchases. In FY08, for instance, a series of energy and natural gas purchases were consummated which reduced EUD's open position from over 65 percent to approximately 6 percent so far.

Attachment 1 is the load and resource balance statement for EUD for FY09. It details (i) EUD's projected load serving obligations, (ii) the sources of energy supply available to EUD from its own resource entitlements and (iii) the remaining energy balances that must be procured from the market in order to serve EUD's customers. This attachment shows a FY09 load obligation of 489 GWh, a contribution of 377 GWh from EUD's resource entitlements and a net open position of about 112 GWh. Attachment 1 also shows that the estimated cost of procuring energy and capacity to close EUD's FY09 open position is \$9.2 million based on recent energy market conditions and load and generation projections. Generation forecasts are subject to uncertainties of hydrology and plant availability. Pricing can also change substantially. The actual MWh and cost can vary widely from these early estimates.

EUD intends to narrow its FY09 open position substantially by making a number of energy and/or natural gas purchases over the next 8 months, although additional purchases may be made throughout FY09 when prudent to reduce risk and manage energy costs. As outlined in the Energy Risk Management Policy (ERMP) adopted by City Council on January 18, 2006, the City's Risk Oversight Committee (ROC) will review proposed transactions and purchasing strategies. In this regard, the ROC is charged with ensuring that proposed transactions conform with the accepted types of transactions detailed in the

APPROVED: \_\_\_\_\_  
Blair King, City Manager

ERMP. ROC has the responsibility to ensure that business is conducted in accordance with the ERMP and will consider transactional risk limits.

The estimate of open position for FY10 is comparable to FY09. The present projected open position for FY11 is larger (70%) given the expiration of EUD's 25 MW purchase from ConocoPhillips on June 30, 2010. The laddering concept discussed with the Council on July 10, 2007, explains the need for purchase authorization for later years. Note that the laddering concept provides for an open position of not more than 10% in the next fiscal year, 25% in the second fiscal year, and 50% in the third fiscal year.

This requested authorization includes the possible purchase of natural gas. As a result of the varying relationship between electric and natural gas prices, at times it is economical to purchase natural gas on a forward basis for consumption by Lodi's share of the NCPA Steam-Injected Gas Turbine (STIG) Plant (located near Lodi at the White Slough Pollution Control Facility). To the extent NCPA purchases gas for the STIG, it would hedge the need for electricity purchases and reduce authorization under this request.

The energy and natural gas purchases will be made with the advice and assistance of the Northern California Power Agency (NCPA).

**FISCAL IMPACT:** The total cost of procurement under the authorization requested is estimated at \$9.2 million for FY09 based on recent market price curves and load and generation forecasts and would be under \$10 million for each of the next three fiscal years.

**FUNDING:** Costs associated with procurement under this authorization will not be incurred until energy is delivered in FY09 through FY11. The City has not adopted a budget for FY09 through FY11 and as a result, funding has not yet been established. Funding for this authorization will be supported by retail electricity sales revenue, once each fiscal year budget is established and approved by the City Council.

---

Kirk Evans, Budget Manager

---

George F. Morrow  
Electric Utility Director

GFM/KAW/lst  
Attachment

Load & Resource Balance, Energy & Capacity, FY 09														
		JULY 2008	AUG	SEPT	OCT	NOV	DEC	JAN 09	FEB	MAR	APR	MAY	JUNE 2009	TOTALS
LOAD	MWh Total	54,000	50,100	43,400	38,900	36,100	38,100	37,400	34,600	37,000	36,700	39,500	43,600	489,400
														0
NCPA	MWh Subtotal	21,000	17,100	19,500	15,000	2,500	1,300	2,700	3,900	5,900	13,300	17,000	22,300	141,500
	Geothermal	8,400	8,400	8,100	8,300	8,100	8,300	8,300	7,500	7,900	6,900	7,700	7,900	95,800
	Hydro	3,800	3,100	2,800	2,400	1,800	2,800	3,700	4,800	7,300	8,300	9,300	5,800	55,900
	Exchange Contract	8,800	5,600	8,600	4,300	-7,400	-9,800	-9,300	-8,400	-9,300	-1,900	0	8,600	-10,200
WESTERN	MWh	2,600	2,000	1,300	800	500	700	800	1,000	1,000	1,400	2,200	2,200	16,500
TERM PURC.	MWh	18,600	18,600	18,000	18,600	18,000	18,600	18,600	16,800	18,600	18,000	18,600	18,000	219,000
RESOURCES	MWh Total	42,200	37,700	38,800	34,400	21,000	20,600	22,100	21,700	25,500	32,700	37,800	42,500	377,000
BALANCE	MWh Total	11,800	12,400	4,600	4,500	15,100	17,500	15,300	12,900	11,500	4,000	1,700	1,100	112,400
Est Spot Energy (\$)		\$940,000	\$1,000,000	\$350,000	\$320,000	\$1,140,000	\$1,330,000	\$1,140,000	\$970,000	\$870,000	\$320,000	\$140,000	\$80,000	\$8,600,000
Local Capacity Reserve (\$)		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$600,000
TOTAL COST ESTIMATE		\$ 990,000	\$ 1,050,000	\$ 400,000	\$ 370,000	\$ 1,190,000	\$ 1,380,000	\$ 1,190,000	\$ 1,020,000	\$ 920,000	\$ 370,000	\$ 190,000	\$ 130,000	\$ 9,200,000
Load & Resource Balance, Energy & Capacity, FY 10														
		JULY 2009	AUG	SEPT	OCT	NOV	DEC	JAN 09	FEB	MAR	APR	MAY	JUNE 2010	TOTALS
LOAD	MWh Total	55,100	51,100	44,300	39,700	36,800	38,900	38,100	35,300	37,700	37,400	40,300	44,500	499,200
														0
NCPA	MWh Subtotal	20,700	16,800	19,200	14,700	2,200	1,000	2,400	3,600	5,600	13,000	16,700	22,000	137,900
	Geothermal	8,100	8,100	7,800	8,000	7,800	8,000	8,000	7,200	7,600	6,600	7,400	7,600	92,200
	Hydro	3,800	3,100	2,800	2,400	1,800	2,800	3,700	4,800	7,300	8,300	9,300	5,800	55,900
	Exchange Contract	8,800	5,600	8,600	4,300	-7,400	-9,800	-9,300	-8,400	-9,300	-1,900	0	8,600	-10,200
WESTERN	MWh	2,600	2,000	1,300	800	500	700	800	1,000	1,000	1,400	2,200	2,200	16,500
TERM PURC.	MWh	18,600	18,600	18,000	18,600	18,000	18,600	18,600	16,800	18,600	18,000	18,600	18,000	219,000
RESOURCES	MWh Total	41,900	37,400	38,500	34,100	20,700	20,300	21,800	21,400	25,200	32,400	37,500	42,200	373,400
BALANCE	MWh Total	13,200	13,700	5,800	5,600	16,100	18,600	16,300	13,900	12,500	5,000	2,800	2,300	125,800

<b>Est Spot Energy (\$)</b>	\$1,080,000	\$1,140,000	\$450,000	\$410,000	\$1,250,000	\$1,460,000	\$1,250,000	\$1,080,000	\$970,000	\$410,000	\$240,000	\$170,000	\$9,910,000
<b>Local Capacity Reserve (\$)</b>	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$720,000
<b>TOTAL COST ESTIMATE</b>	<b>\$ 1,140,000</b>	<b>\$ 1,200,000</b>	<b>\$ 510,000</b>	<b>\$ 470,000</b>	<b>\$ 1,310,000</b>	<b>\$ 1,520,000</b>	<b>\$ 1,310,000</b>	<b>\$ 1,140,000</b>	<b>\$ 1,030,000</b>	<b>\$ 470,000</b>	<b>\$ 300,000</b>	<b>\$ 230,000</b>	<b>\$ 10,630,000</b>

Load & Resource Balance, Energy & Capacity, FY 11

		JULY 2010	AUG	SEPT	OCT	NOV	DEC	JAN 09	FEB	MAR	APR	MAY	JUNE 2011	TOTALS
<b>LOAD</b>	<b>MWH Total</b>	<b>56,200</b>	<b>52,100</b>	<b>45,200</b>	<b>40,500</b>	<b>37,500</b>	<b>39,700</b>	<b>38,900</b>	<b>36,000</b>	<b>38,500</b>	<b>38,100</b>	<b>41,100</b>	<b>45,400</b>	<b>509,200</b>
														0
<b>NCPA</b>	MWh Subtotal	20,400	16,500	18,900	14,400	1,900	700	2,100	3,300	5,300	12,700	16,400	21,700	134,300
	Geothermal	7,800	7,800	7,500	7,700	7,500	7,700	7,700	6,900	7,300	6,300	7,100	7,300	88,600
	Hydro	3,800	3,100	2,800	2,400	1,800	2,800	3,700	4,800	7,300	8,300	9,300	5,800	55,900
	Exchange Contract	8,800	5,600	8,600	4,300	-7,400	-9,800	-9,300	-8,400	-9,300	-1,900	0	8,600	-10,200
<b>WESTERN</b>	MWh	2,600	2,000	1,300	800	500	700	800	1,000	1,000	1,400	2,200	2,200	16,500
<b>TERM PURC.</b>	MWh	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>RESOURCES</b>	<b>MWh Total</b>	<b>23,000</b>	<b>18,500</b>	<b>20,200</b>	<b>15,200</b>	<b>2,400</b>	<b>1,400</b>	<b>2,900</b>	<b>4,300</b>	<b>6,300</b>	<b>14,100</b>	<b>18,600</b>	<b>23,900</b>	<b>150,800</b>
<b>BALANCE</b>	<b>MWH Total</b>	<b>33,200</b>	<b>33,600</b>	<b>25,000</b>	<b>25,300</b>	<b>35,100</b>	<b>38,300</b>	<b>36,000</b>	<b>31,700</b>	<b>32,200</b>	<b>24,000</b>	<b>22,500</b>	<b>21,500</b>	<b>358,400</b>
<b>Est Spot Energy (\$)</b>		\$2,800,000	\$2,880,000	\$2,000,000	\$1,910,000	\$2,810,000	\$3,100,000	\$2,840,000	\$2,540,000	\$2,570,000	\$2,030,000	\$1,990,000	\$1,640,000	\$29,080,000
<b>Local Capacity Reserve (\$)</b>		\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$840,000
<b>TOTAL COST ESTIMATE</b>		<b>\$ 2,870,000</b>	<b>\$ 2,950,000</b>	<b>\$ 2,070,000</b>	<b>\$ 1,980,000</b>	<b>\$ 2,880,000</b>	<b>\$ 3,170,000</b>	<b>\$ 2,910,000</b>	<b>\$ 2,610,000</b>	<b>\$ 2,640,000</b>	<b>\$ 2,100,000</b>	<b>\$ 2,060,000</b>	<b>\$ 1,710,000</b>	<b>\$ 29,950,000</b>



RESOLUTION NO. 2007-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER AND ELECTRIC UTILITY DIRECTOR TO  
PROCURE ENERGY AND CAPACITY FOR FISCAL YEAR 2008-  
09 THROUGH FISCAL YEAR 2010-11 AT A COST NOT TO  
EXCEED \$10 MILLION PER YEAR

=====

WHEREAS, the City of Lodi must procure energy and capacity to economically meet its load serving obligations to its customers for fiscal year 2008-09 (FY09) with the projected amount of energy remaining to be procured equaling approximately 23% of Lodi's total load serving obligation; and

WHEREAS, the City of Lodi must procure energy and capacity to economically meet its load serving

WHEREAS, to begin reducing Lodi's exposure to this market volatility, staff recommends procurement of electricity and/or natural gas to reduce or eliminate Lodi's net open position for fiscal year 2008-09 and the two subsequent years; and

WHEREAS, it is expected that Lodi's purchases under this Resolution could occur in various amounts and timeframes; and

WHEREAS, Lodi's purchases under this Resolution will conform to the accepted transaction types and other provisions of the City of Lodi Energy Risk Management Policies, adopted January 18, 2006 by City Council Resolution No. 2006-19.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into contractual arrangements to procure additional electricity and/or natural gas to reduce Lodi Electric Utility's open position to meet load-serving obligations for fiscal year 2008-09 and the two subsequent years in accordance with the City of Lodi Energy Risk Management Policies at a total cost not to exceed \$10 million per year, with this amount for each year reduced by Northern California Power Agency purchases of electricity or natural gas fuel for Lodi's benefit for such year.

Dated: November 21, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS -

RANDI JOHL  
City Clerk

2007-\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution accepting the Municipal Services Review for the City of Lodi

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Review and adopt a Resolution accepting the proposed Municipal Services Review for the City of Lodi and forward the document to the San Joaquin LAFCO for adoption.

**BACKGROUND INFORMATION:** The Municipal Services Review (MSR) was prepared by the City of Lodi (the City) for the San Joaquin County Local Agency Formation Commission (LAFCO) in compliance with the 2000 Cortese-Knox-Hertzberg Act, which requires each LAFCO to prepare service reviews. The San Joaquin LAFCO has required that each city in the County prepare a MSR for its review. The cities are charged to complete their respective MSRs in time for the San Joaquin LAFCO to adopt their County Wide MSR prior to the end of the calendar year. The proposed MSR meets San Joaquin LAFCO requirements. Services reviewed in the MSR include water, wastewater, runoff/drainage, law enforcement, fire protection and EMS services, as required by LAFCO.

The proposed MSR demonstrates that the City's planning boundaries can adequately be served by various City services such as, Fire Protection and Emergency Medical Services, Law Enforcement, Water Supply and Treatment, Wastewater Collection and Treatment, Storm water Drainage, Electrical Utility, and Public Services (Schools, Libraries, and Transportation).

### ANALYSIS

The proposed Municipal Services Review addresses State and local LAFCO regulations and allows LAFCO to adopt a written statement of its determination. The MSR reviews the City's existing City limits and our current Sphere of Influence (SOI) and analyzes the development potential in each. The MSR makes household and population projections and indicates that given a 1 ½% growth rate there is 8 years of capacity within the existing City limits (given Reynolds Ranch, Southwest Gateway and Westside Projects) and there is a projected 18 year capacity within the SOI. The bulk of the MSR reviews the public services provided within the city and notes that these services are or planned to be adequate for development expected within the existing City limits and SOI per the 8 year and 18 year time frames. Fees and taxes are briefly listed as are cost avoidance opportunities, utility rates, and opportunities for shared facilities. The MSR closes with brief discussions of government structure options, management efficiencies, and local accountability and governance. All these topics are required to be reviewed.

This State-mandated MSR study is not a proposal for reorganization; rather it provides an opportunity for review and comment on service provision and costs prior to LAFCO adoption of required determinations.

APPROVED: \_\_\_\_\_  
Blair King, City Manager

Once adopted, LAFCo uses determinations in updating a SOI which is a plan for boundaries and governance of a public agency.

Since the City of Lodi is in the process of updating the General Plan, this MSR focuses on the area of the current General Plan and SOI. A separate new MSR will be prepared for additional lands identified for growth in the new General Plan. The new General Plan will identify land to provide for potential growth during the next 20 years and beyond. The scope and purposes of this Municipal Services Review is to comply with State and LAFCO laws. Reviews must be completed by January 2008 and then updated as necessary, but no later than every five years from said date or in conjunction with any future SOI changes.

Staff feels that the proposed Municipal Services Review meets the State and LAFCo requirements. It is necessary to adopt the MSR in order to ensure the City of Lodi current Sphere of Influence (SOI) is not affected by not having fulfilled this obligation. The MSR demonstrates that the City's SOI can be adequately served by City services. The update process for the General Plan, the annual City Budget, and regular service reviews will ensure that the City of Lodi continues to provide adequate levels of service in a cost-effective manner within its service area. The City will continue to use these processes to ensure management effectiveness, and to meet goals established by the General Plan.

On October 24, 2007 the Planning Commission received the MSR and recommended that the City Council accept the study and forward it to the San Joaquin LAFCo for adoption. A copy of the Resolution has been attached.

#### **FISCAL IMPACT**

This proposed Municipal Service Review does not in its self require any expenditure of funds. The plan only outlines how the City will provide services to future planning areas.

**FUNDING AVAILABLE:** None required.

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Randy Hatch, Community Development Director

Attachments: 1) Municipal Service Review  
2) Planning Commissioner Recommended Resolution P.C. 07-33

RH/pp

## LODI MUNICIPAL SERVICES REVIEW



Prepared by the City of Lodi | November 8, 2007  
for San Joaquin LAFCO



DESIGN, COMMUNITY & ENVIRONMENT



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# 1 INTRODUCTION

This Municipal Services Review (MSR) was prepared by the City of Lodi (the City) for the San Joaquin County Local Agency Formation Commission (LAFCo) in compliance with the 2000 Cortese-Knox-Hertzberg Act, which requires each LAFCo to prepare service reviews prior to establishing or updating spheres of influence (SOI).

According to LAFCo policies, this MSR must reflect “Sphere Horizons,” or planning boundaries, that describe logical boundaries at two time periods; one time between five- and ten- years, and the other up to thirty-years. Since the City of Lodi is in the process of updating the General Plan, a separate MSR will be prepared for additional lands identified for growth. The new General Plan will identify land to provide for potential growth during the next 20 years and beyond. The City’s General Plan update is expected to be adopted by Lodi City Council in 2008. Projections for the eighteen-year sphere horizon included in this document will be amended upon adoption of the General Plan update. Any reference to the General Plan in this document refers to the current General Plan, and not the proposed document.

State law requires the MSR to make nine written determinations. Following the SOI plan in Chapter 2, this document dedicates a chapter to each of these determinations in the order listed below.

- ◆ Infrastructure Needs and Deficiencies
- ◆ Growth and Population Projections for the Affected Area
- ◆ Financing Constraints and Opportunities
- ◆ Cost Avoidance Opportunities
- ◆ Opportunities for Rate Restructuring
- ◆ Opportunities for Shared Facilities
- ◆ Government Structure Options
- ◆ Evaluation of Management Efficiencies
- ◆ Local Accountability and Governance

## ***A. LAFCo and the Sphere of Influence***

Government Code Section 56076 defines a SOI as a “plan for the probable physical boundaries and service area of a local agency, as determined by the Commission.” An SOI is an area within which a city or district may expand through the



annexation process. In simple terms, an SOI is a planning boundary within which a city or district is expected to grow over time.

The purpose of a SOI is to encourage “logical and orderly development and coordination of local governmental agencies so as to advantageously provide for the present and future needs of the county and its communities.” SOI serves a similar function in LAFCo determinations as general plans do for cities and counties.

In order to prepare or update SOI, a MSR must be conducted which addresses the nine factors previously outlined. LAFCo must conduct the MSR and adopt written determinations with respect to those nine factors either prior to, or in conjunction with, any action to establish or update SOI. Adopted LAFCo policies emphasize the use of existing plans, data and information currently available for the preparation of MSR documents rather than requiring preparation of new service documents.

According to LAFCo policies, only territories that are in need of urban services can be included in a city’s SOI. This excludes the inclusion of open space, agricultural, recreational and rural lands into a city’s SOI. However, if governmental actions (such as land use decisions) related to such territories impact a city, LAFCo may designate specified territories as Areas of Interest to a city. LAFCo policy requires that any given Area of Interest can be designated to only one city. Lodi may explore an Areas of Interest that would provide a separator between Lodi and Stockton, protecting open space and agricultural land and maintaining the unique character of Lodi. The intended use, level of service, and purveyor of services in this buffer area are being explored by the City.

#### ***B. California Environmental Quality Act***

Since this MSR is an informational document used for future actions that LAFCo or the City have not approved, adopted or funded, it is considered to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA Guidelines. A notice of exemption pursuant to CEQA will be prepared by LAFCo.

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## 2 SPHERE OF INFLUENCE PLAN

The Sphere of Influence (SOI) Plan for the City of Lodi described in this chapter analyzes the City's ability to serve existing and future residents within the existing SOI. LAFCo is responsible for the sufficiency of the documentation and the Plan's consistency with State law and LAFCo policy. According to Government Code 56425 of the Cortese-Knox-Hertzberg Act, LAFCo must consider and prepare determinations for the following four factors:

- ◆ The present and planned land uses in the area, including agricultural open space lands.
- ◆ The present and probable need for public facilities and services in the area.
- ◆ The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- ◆ The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency.

LAFCo guidelines for determining SOI requires that "sphere horizons," or planning increments, depict a city's logical boundaries at time periods of between five and ten years, and up to thirty years. SOI areas must be consistent with general plan land use elements, and with the municipal services review (MSR). LAFCo also encourages general plan policies for implementing ordinances and programs that address smart growth principles, infill and redevelopment strategies, mixed use and increased densities, community buffers, and conservation of habitat, open space, and agricultural land.

### ***A. Determinations***

This section includes the four determinations required by State law for SOI's. As this sphere plan does not propose any changes to the existing SOI, the determinations discuss the City's ability to provide adequate services to existing and future populations within the existing sphere.

#### **1. Present and Planned Land Uses**

Present and planned land uses are appropriate for serving existing and future residents of Lodi. The City of Lodi 1991 General Plan includes goals, policies, and implementing programs that address growth, development, and conservation of open space. Planned land uses in the Lodi 1991 General Plan include Low Density Residential, Medium Density Residential, High Density Residential, Eastside Residential, Planned Residential, Neighborhood/Community Commercial, General

Commercial, Downtown Commercial, Office, Light Industrial, Heavy Industrial, Public/Quasi-Public, Detention Basins and Parks, Agriculture, and Reserve.

As discussed in Chapter 1, Lodi is currently exploring a separator between Lodi and Stockton, protecting open space and agricultural land, and maintaining the unique character of Lodi. The intended use, level of service, and purveyor of services in this buffer area are being explored by the City.

## **2. Present and Probable Need for Public Facilities and Services**

The City of Lodi provides adequate services to meet the needs of the existing population. Services provided by the City include fire, police, water, wastewater, stormwater drainage, and electrical utility. The City also provides public facilities including transportation, libraries, and recreational facilities. New development within the SOI will lead to population growth and the need for additional service provision. The expanded tax base that results from new development, as well as the continuation of the residential Community Facilities Districts, will provide funding for these services. Development fees will address the capital cost of new development. General Plan policies are in place to ensure adequate service provision for current and future populations.

## **3. Present Capacity of Public Facilities and Adequacy of Public Services**

Existing public facilities and services are adequate for serving the needs of Lodi's population. Lodi's fire department has adequate staff and facilities to provide for existing populations, and is in the process of developing new facilities to better serve growing populations. Lodi's police department has adequate staff and facilities. The City's water supply, wastewater and storm drainage services meet the needs of current population, and are currently being updated and expanded to meet the needs of future populations. The determinations included in Chapter 3 of this MSR show that public facilities and services are adequate to meet needs of current population, and are being improved so as to meet needs of future populations.

## **4. Social and Economic Communities of Interest**

The existing SOI includes the community of Woodbridge, which is a social and economic community of interest for the City of Lodi. The City of Lodi does not propose any change to its existing SOI. Therefore, adjacent communities will not be impacted at this time.

***B. Sphere Analysis***

The following section conveys the City of Lodi's projected development for eight- and eighteen-year sphere horizons.

**1. Existing and projected population**

The population projections shown in Table 2-1 are based on a 1.5 percent growth rate, and an estimated 2007 population of 63,395. This growth rate represents a middle ground between Lodi's historical growth rate of 1 percent and the maximum growth rate of 2 percent allowed by the General Plan. SJCOG projections depict a growth rate between 1 and 1.5 percent.

TABLE 2-1 POPULATION PROJECTIONS

Year	Estimated Population (1.5% Growth Rate)	Popu- lation	Net New Population	Compound Growth
2007	63,395		--	--
2010	66,291		2,896	2,896
2015	71,414		5,123	8,019
2020	76,933		5,519	13,538
2025	82,879		5,946	19,484
2030	89,284		6,405	25,889

## 2. Sphere Capacity

The existing City limits, shown in Figure 2-1, reflect the annexation of Reynold's Ranch, Westside, and SW Gateway project areas. These annexations are expected to play a significant role in accommodating population growth in Lodi.

The estimated capacity of Lodi's SOI is shown in Table 2-2. Population capacity estimates in Table 2-2 are based on a 2.7 person/unit ratio, in accordance with the General Plan's PR land use designation. The total sphere capacity is estimated at 7,336 dwelling units, accommodating a population of 19,887. Capacity estimates for recently annexed areas and unincorporated areas of the SOI are described below.

### a. Recently Annexed Areas

Dwelling unit estimates for the recent annexations are derived from development plans for the recently annexed project areas of Reynold's Ranch, Westside and SW Gateway. Development of these project areas will include approximately 3,084 dwelling units, accommodating an estimated population of 8,327. Recently annexed areas are described in further detail below:

TABLE 2-2 ESTIMATED SPHERE CAPACITY

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Area	Dwelling Units	Population at 2.7 Person/Unit
Recent Annexations* (Incorporated Area)	3,084	8,327
SOI** (Unincorporated Area)	4,282	11,560
<b>Total</b>	<b>7,336</b>	<b>19,887</b>

\* Capacity estimates for recent annexations are based on development plans for project areas.

\*\* The SOI capacity estimates are based developable land within the SOI that is not currently with City limits.

♦ **Reynolds Ranch.** The Reynolds Ranch/ Blue Shield project area consists of approximately 220 acres, bounded by Harney Lane to the north, Highway 99 to the east, and the Union Pacific Railroad to the west. The project area's southern boundary runs approximately 650 feet north of Scottsdale Road. The entire property was annexed by the City of Lodi on December 8, 2006, and the City's current General Plan has been amended to reflect the resulting change in city boundaries. Proposed development of Reynolds Ranch includes 1,084 residential units on 97-acres, 20-acres for office development, and 40-acres for retail development. Development of the project is planned to take place in two phases. The first phase will include the office development and 150 units and was originally expected to reach build out by 2008. The second phase will include all remaining development for the project, and for the purposes of this analysis is expected to be reached no later than 2015. Assuming 2.7 Person/Unit, this project area will accommodate 2,927 people at build out.

♦ **Westside.** The Westside and Southwest Gateway projects are within the City's SOI, and have been approved by San Joaquin LAFCo for annexation by the City of Lodi. Included in the EIR for the annexation and development of these project areas are 12 additional parcels, which have also been approved for annexation by San Joaquin LAFCo.

The Westside project area was annexed by the City on July 26, 2007. The project area consists of 151 acres located in an unincorporated area of San Joaquin County. The project area is bounded by the Woodbridge Irrigation District Canal to the north, agricultural land to the west and south, and existing City development to the east of Lower Sacramento Road. The proposed project includes 719 residential units, a 10.6-acre school site, and approximately 20

acres of parks and park basins. Assuming 2.7 person/unit, this project area will accommodate 1,941 people at build out.

The Westside project is expected to be completed in three phases, with completion anticipated by 2014. The timing of these phases will depend upon infrastructure design and residential demand. The first phase will include infrastructure development for sewer and water connections, street improvements, and development of 250 low- and medium-density units. The school site will be available for development by Lodi Unified School District during this phase. During the second phase, high-density townhomes and approximately 100 additional medium- and low-density units will be developed. Remaining development will be completed during the third phase.<sup>1</sup>

- ◆ **Southwest Gateway.** The Southwest Gateway (SW Gateway) project was annexed by the City on July 16, 2007. The SW Gateway project area consists of 257 acres, and planned development of up to 1,281 units, a school site, a fire station, and parks and park basins. Located south of the Westside project area, the SW Gateway project area is generally bounded by Highway 12 to the north, Van Ruiten Vineyard to the west, Harney Lane to the south, and Lower Sacramento Road to the east. The project is expected to reach completion by 2014, at which time it will accommodate a population of 3,459.

The SW Gateway project is expected to be completed in four phases. Similar to the development of the Westside project, actual timing will depend upon infrastructure design and market demand. The initial phase of development would establish and enhance critical infrastructure, develop 120 high-density townhome units, 104 medium-density units, and approximately 300 low-density residential units. This phase would also include coordination with LUSD regarding development of the school site. During the second phase, medium- and low-density lots would be constructed to complete development between Century Boulevard and Kettleman Lane, and 240 high-density apartments would be developed. The third phase would include development of medium- and low-density lots, a park/basin, and critical roadway connection. The final phase would complete remaining development of medium- and low-density lots and necessary infrastructure.<sup>2</sup>

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<sup>1</sup> LSA Associates, Inc., 2006, Public Review Draft of the Lodi Annexation Environmental Impact Report.

<sup>2</sup> LSA Associates, Inc., 2006, Public Review Draft of the Lodi Annexation Environmental Impact Report.



b. Unincorporated Areas of the SOI

Dwelling unit estimates for unincorporated areas of the SOI are based upon residential development at seven units/acre, according to the Planned Residential (PR) land use designation of the General Plan. The City assumes that parcels to the south and west of current City limits will include residential development. These parcels comprise approximately 941 acres, 612 acres of which may be developed for residential uses (assuming that 35 percent will be dedicated to infrastructure and other land uses). If developed according to the Planned Residential (PR) land use designation of the General Plan at seven units/acre,<sup>3</sup> these parcels could include approximately 4,282 units and accommodate approximately 11,560 people.

The industrial parcels on the east side, which cover a combined area of approximately 145 acres, will continue to be used for industrial purposes and are not expected to affect SOI capacity.

**TABLE 2-3 DEVELOPMENT PROJECTIONS**

<b>Projected Development</b>	<b>New Net Population</b>	<b>Total Population</b>
<b>2007 (Existing Population)</b>	--	<b>63,395</b>
Recent Annexations (100%)	8,327	--
<b>2015 (8-Year Sphere Horizon)</b>	<b>8,327</b>	<b>71,722</b>
Balance of Existing SOI	11,560	--
<b>2025 (18-Year Sphere Horizon)</b>	<b>19,887</b>	<b>83,282</b>

<sup>3</sup> The PR land use designation of the Lodi General Plan is further discussed in Chapter 3.

### *C. Development Projections*

This section describes City limits and SOI at two points in time: at an eight-year sphere horizon, and at an eighteen-year sphere horizon.

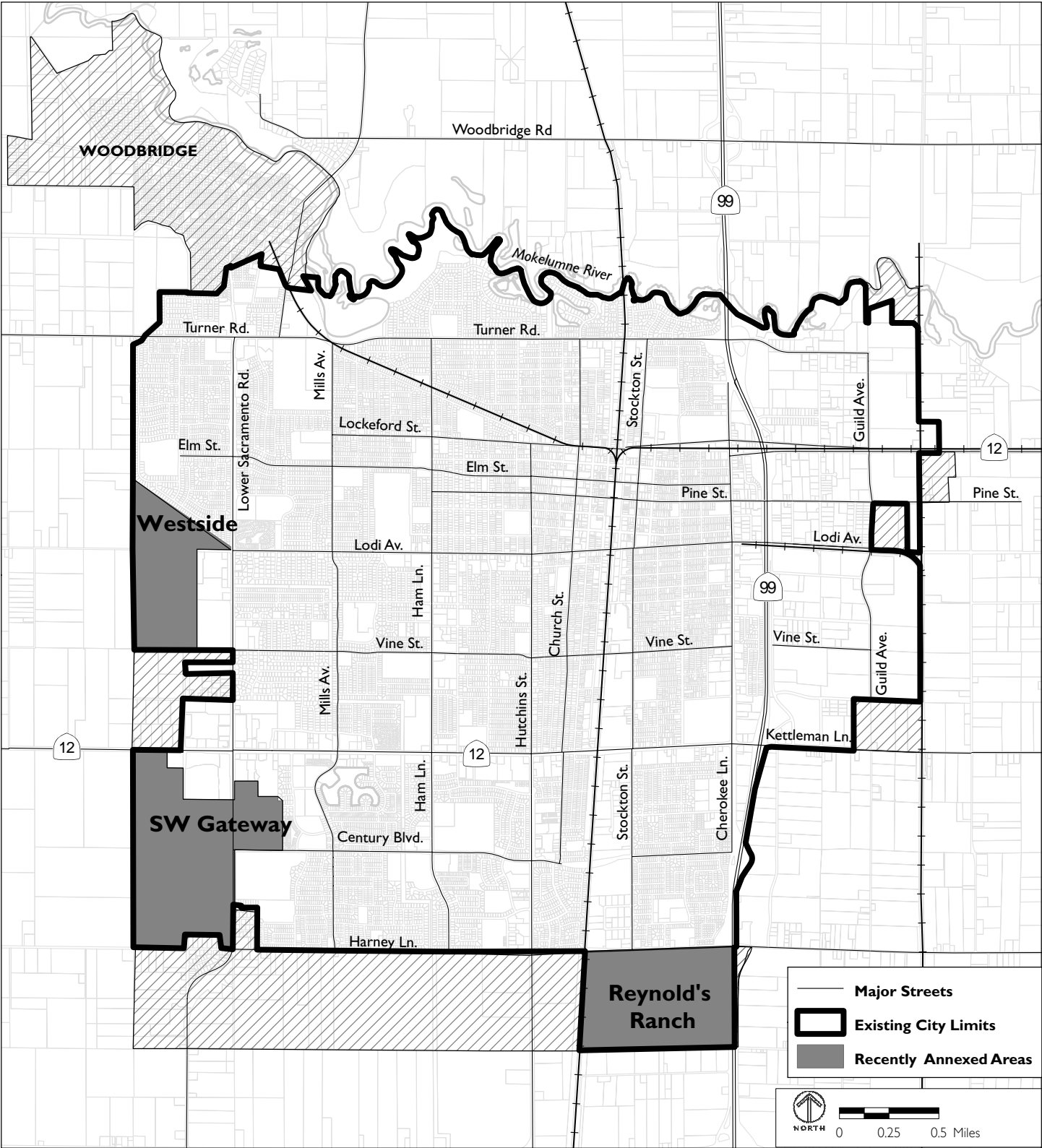
Figures 2-1 shows the existing City limits, including recently annexed areas. Build out of these project areas is expected to be reached by 2015, providing for a new net population of 8,327. As these project areas are expected to accommodate population growth through 2015, the existing City limits also portrays the City's eight-year sphere horizon.

Figure 2-2 depicts the City's eighteen-year sphere horizon. The changes in City limits shown in this map reflect annexation of parcels to the south and west of current City limits, which are located within the City's existing SOI. If 65 percent of these parcels are developed according to the PR land use designation of the General Plan,<sup>4</sup> they will result in approximately 4,282 new units and accommodate a net population growth of 11,560.

The City's total population is expected to increase by 19,887, reaching a population of 83,282 by 2025. By comparison, the City population is projected to reach 82,879 by 2025, and 84,122 by 2026. Therefore, it is expected that the existing SOI will provide for projected population growth through 2025.

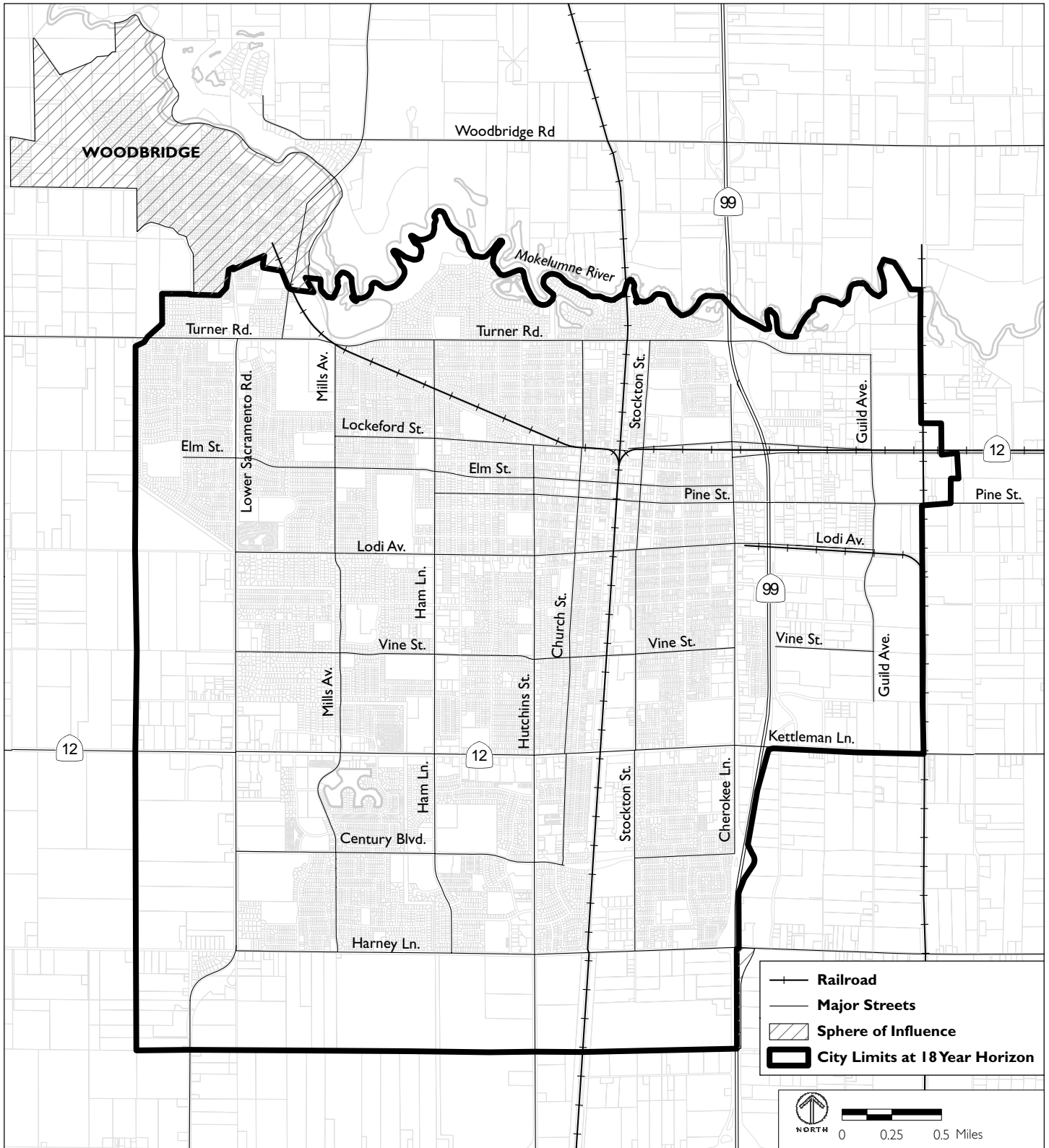
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<sup>4</sup> The PR land use designation of the Lodi General Plan is further discussed in Chapter 3.



Source: City of Lodi GIS

FIGURE 2-1  
EXISTING CITY LIMITS AND SPHERE OF INFLUENCE



Source: City of Lodi GIS

FIGURE 2-2

EIGHTEEN- YEAR SPHERE HORIZON

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SPHERE OF INFLUENCE PLAN

### 3 INFRASTRUCTURE NEEDS AND DEFICIENCIES

The purpose of this section is to evaluate infrastructure needs and deficiencies for services provided by the City of Lodi, especially as they relate to current and future users.

This section of the MSR will address the provision of public services within the existing City boundaries which include the recently annexed Reynold's Ranch project area and within the recently approved annexation areas of the Westside and SW Gateway project areas. The following services are provided by the City of Lodi, and will be evaluated in this section:

- ◆ Fire Protection and Emergency Medical Services
- ◆ Law Enforcement
- ◆ Water Supply and Treatment
- ◆ Wastewater Collection and Treatment
- ◆ Stormwater Drainage
- ◆ Electrical Utility
- ◆ Public Services (Schools, Libraries, Transportation)

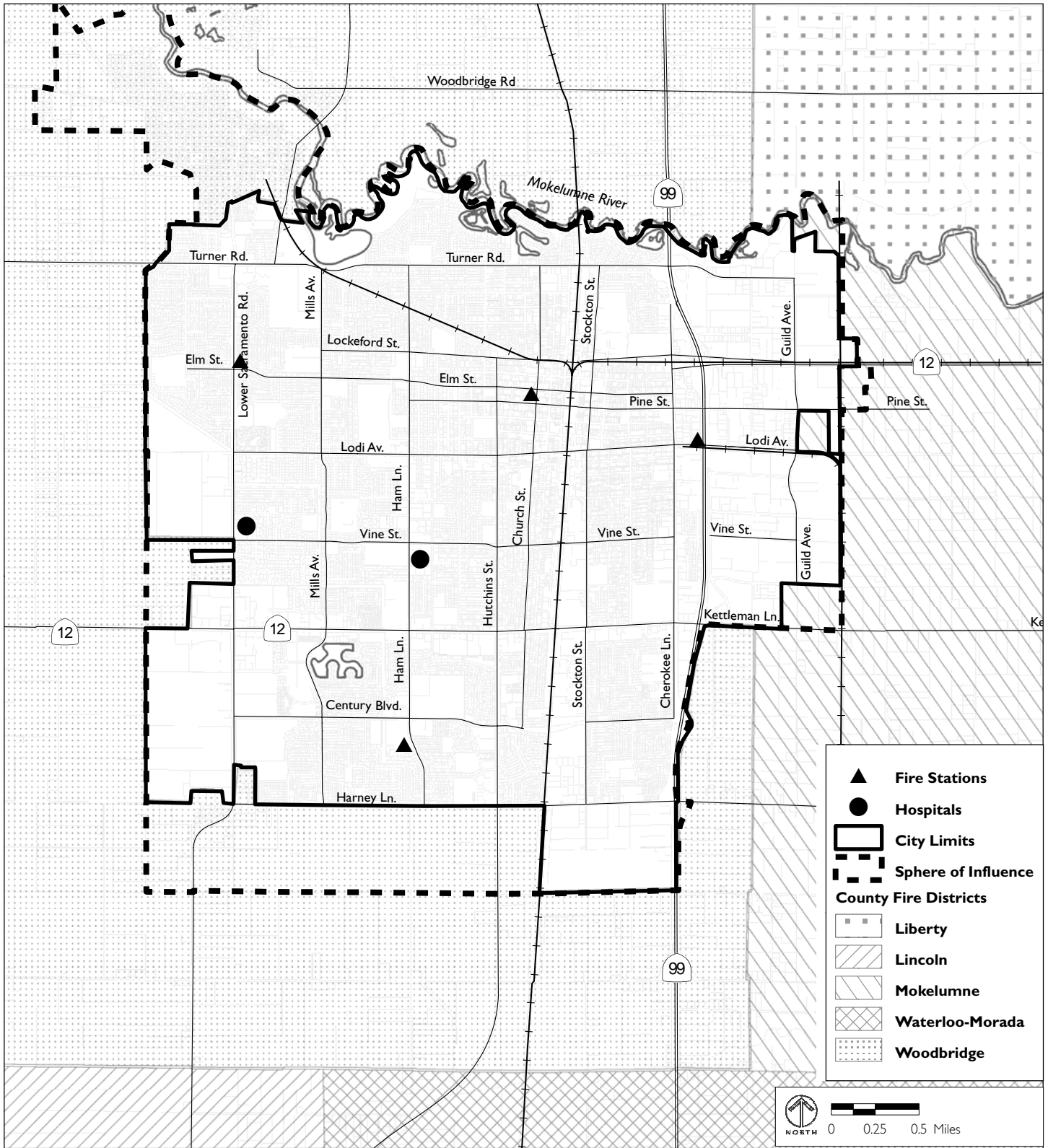
#### ***A. Fire Protection and Emergency Medical Services***

The Lodi Fire Department provides fire protection, basic emergency medical services, and related safety services to the City of Lodi. The department operates 24 hours a day, seven days a week. Emergency medical transportation services are provided by American Medical Response (AMR), a private company which provides transportation to the Lodi Memorial Hospital and the San Joaquin County General Hospital.<sup>1</sup>

As shown in Figure 3-1, the Lodi Fire District is bordered by the Woodbridge, Mokelumne and Liberty Fire Protection districts. Lincoln and

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<sup>1</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.



Source: City of Lodi GIS

FIGURE 3-1  
COUNTY FIRE DISTRICTS, LODI FIRE STATIONS, AND HOSPITALS

Waterloo-Morada Fire Protection Districts are also in proximity of the City.<sup>2</sup> The Lincoln Fire District, however, is served by the City of Stockton Fire Department under a contract agreement. The Lodi Fire Department has established mutual aid agreements with the following fire districts in order to increase cost effectiveness and efficiency in responding to emergencies in San Joaquin County:

- ◆ Manteca-Lathrop
- ◆ Woodbridge Rural Fire Protection District
- ◆ Ripon Consolidated District
- ◆ Mokelumne Fire Protection District
- ◆ Linden-Peters Rural County Fire Protection District
- ◆ Clements Rural Fire Protection District
- ◆ Escalon Consolidated Fire Protection District
- ◆ Waterloo-Morada Fire District
- ◆ Delta Fire Protection District
- ◆ Thornton Fire Protection District
- ◆ Stockton Fire Department

### **1. Existing Facilities and Services**

Administrative offices of the Lodi Fire Department, including Fire Administration and Fire Prevention, are located at 25 East Pine Street. Fire Administration houses the Fire Chief, Fire Division Chief of Operations, Fire Marshal, Battalion Chief of Training, and Department Administration Assistants. The Fire Prevention division includes the Fire Marshal, Fire Inspector, and Administrative Clerk. In addition to the administrative office, the fire department operates four fire stations which are distributed throughout the City. All of the fire stations are located within City boundaries. Table 3-1 shows the location, equipment, and services provided at each location. Fire station locations are also shown in Figure 3-1.

The City's 2007-2008 budget authorizes the Lodi Fire Department to employ 64 personnel, including a fire chief, two division chiefs (operations and fire prevention), four battalion chiefs, support personnel, an inspector, and fire

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<sup>2</sup> Lodi Fire Department, April 2005, *Lodi Fire Department Strategic Plan*.



**CITY OF LODI  
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INFRASTRUCTURE NEEDS AND DEFICIENCIES**

**TABLE 3-1 LODI FIRE STATIONS AND EQUIPMENT**

Station	Location	Equipment
1	210 W. Elm Street	2001 American La France/LT1 Tiller 2004 Pierce Quantum Engine 2000 Ford S/D 1990 E-1 Quint (Reserve Unit)
2	705 East Lodi Avenue	1997 Hi-Tech Fire Engine 1995 GMC Haz-Mat Unit 1994 Hi-Tech Fire Engine (Reserve Unit)
3	2141 South Ham Lane	1997 Hi-Tech Fire Engine 1972 Van Pelt Fire Engine (Reserve Unit)
4	180 N. Lower Sacramento Road	2004 Pierce Quantum Fire Engine Tow Unit (Response Trailer)

Source: <http://www.lodi.gov/fire/>, accessed July 25, 2007.

fighters/engineers.<sup>3</sup> All Lodi firefighters and engineers are licensed Emergency Medical Technicians (EMTs), and can provide basic emergency services. The majority of the department's call volume (65 percent in 2006) consists of medical and rescue calls.

The department received a total of 4,724 calls in 2006, averaging 13 calls per day.<sup>4</sup> The General Plan establishes a travel time goal of 3:00 minutes or less for emergency calls. Actual average response time in 2004 was 4:05 minutes, with drive time to the southwest and southeast corners of the City being 4:24 and 5:04 minutes respectively. An increase in response time to the southern corners of the City was noted between 2001 and 2004.<sup>5</sup>

The operational budget for the Lodi Fire Department is funded exclusively by the City's General Fund. For the 2007-2008 City budget, 22 percent of the General Fund is designated for the Lodi Fire Department to provide an operating budget of

<sup>3</sup> City of Lodi, 2007, 2007-2008 Financial Plan and Budget.

<sup>4</sup> City of Lodi Fire Department Operations:  
[http://www.lodi.gov/fire\\_department/operations/operations.html](http://www.lodi.gov/fire_department/operations/operations.html), accessed July 31, 2007.

<sup>5</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

\$9,000,340. General Fund allocations are derived from property taxes, sales tax revenue and user fees.

## **2. Provisions for Future Growth and Systems Improvement**

The Health and Safety Element of the City's 1991 General Plan includes policies to ensure that adequate fire personnel related facilities are funded and provided to meet future growth. These policies include Goal C: Policy 7, which states that as areas are developed beyond the three-minute standard response time, additional fire stations, capital equipment, and personnel or alternative fire protection measures shall be provided. Goal C: Policy 8 specifies that personnel will remain consistent with three-person companies and three-minute travel times. Additional policies are intended to reduce the risk of fire by promoting installation of automatic sprinklers in new developments (Goal C: Policy 1), requiring new development to comply with minimum fire flow rates (Goal C: Policy 2), and promoting the installation of built-in fire protection equipment in all new development (Goal C: Policy 9). The cost of capital improvements and equipment will be funded by development fees on all new residential, commercial and office development as outlined in Goal C; Policy 10.

In order to meet the three-minute standard response time as outlined in the General Plan, the Fire Department anticipates expanding their operations to include three additional stations. The need for additional fire service in the eight-year planning sphere is being addressed as follows:

- ◆ Proposed development of Reynold's Ranch will include a 1-acre fire station. This fire station will mitigate impacts due to increased call volume on the southeast portion of the City, and improve fire service to the surrounding area.<sup>6</sup>
- ◆ The proposed SW Gateway project reserves a 1-acre site for a future fire station. The site is to be located in Basin "A" Park adjacent to the electrical substation. Until development of the fire station, the land would be utilized as park land.<sup>7</sup>

Additional fire stations will be proposed to address the ultimate sphere boundaries. The expanded tax base that results from new development, as well as the continua-

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<sup>6</sup> Willdan, August, 2006, *Reynold's Ranch Project Final Environmental Impact Report*, State Clearing House Number 2006012113.

<sup>7</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

tion of the residential Community Facilities Districts, will provide funding for fire services. Development fees will address the capital cost of new fire facilities and equipment.

## ***B. Law Enforcement***

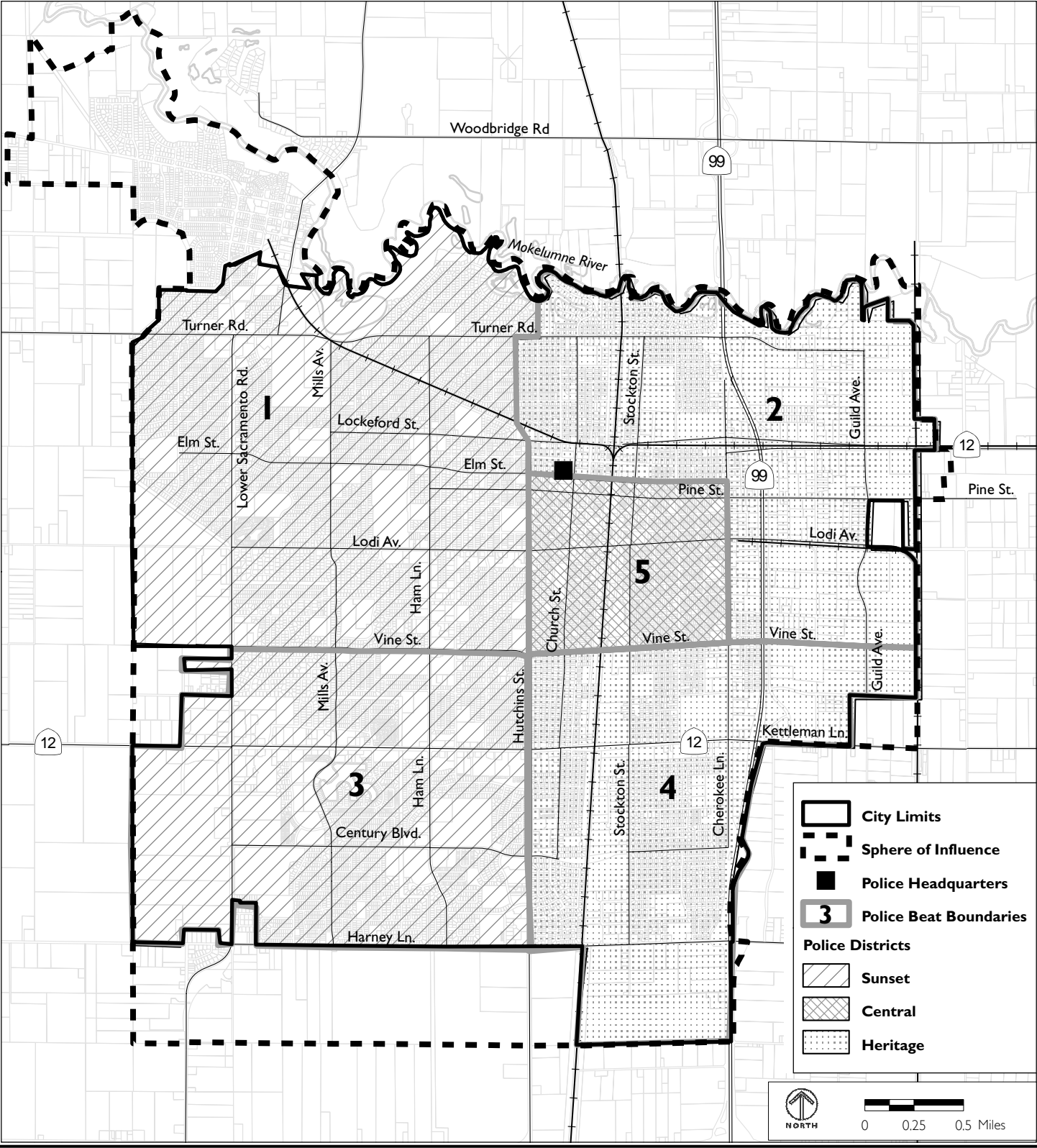
### **1. Existing Facilities and Services**

Police protection services in the City of Lodi are provided by the Lodi Police Department. The Department has operated out of the Lodi Police Facility at 215 West Elm Street since the facility's completion in February, 2004. The facility includes 51,000 square feet for police and jail services, and 8,000 square feet for future use by the San Joaquin County Superior Court.<sup>8</sup>

The Lodi Police Department is divided into three districts, encompassing five geographical areas or "patrol beats," as shown in Figure 3-2. The Sunset

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<sup>8</sup> City of Lodi Police Department, <http://www.lodi.gov/police/index.htm>, accessed on July 31, 2007.



Source: City of Lodi GIS

FIGURE 3-2  
LODI POLICE DEPARTMENT AND SERVICE DISTRICTS

district covers the City west of Hutchins; the Central district is bounded by Hutchins Street, Elm Street, Vine Street and Cherokee Lane and includes; and the Heritage District covers the remaining area of the City.

The Lodi Police Department has 120 personnel budgeted for 2007-2008, including 78 sworn officers and 42 non-sworn positions. Sworn officers include one chief, two captains, six lieutenants, nine sergeants, eight corporals and 52 police officers. Non-sworn positions include administrative personnel, dispatchers, analysts and clerks. The existing ratio of police officer per 1,000 residents is 1.23.

The Lodi Police Department defines offenses for statistical purposes using the Uniform Crime Reporting Code of California which classifies crimes as Part 1 or Part 2 based on their severity. Part 1 Crimes include homicide, rape, burglary and larceny such as car break-ins, auto accessory theft and shoplifting. Between 2005 and 2006, 3,234 Part 1 Crimes were reported.<sup>9</sup>

The General Plan provides policies to prevent crime and to ensure the adequate provision of police services. These policies require the City to promote installation of security equipment in new development (Goal D: Policy 1), encourage developers to incorporate crime preventing site design and structural features into new developments (Goal D: Policy 3), and provide adequate review to ensure that crime prevention is considered in new development (Goal D: Policy 4).

General Plan policies that are specifically designed to ensure adequate provision of police services include that the City shall endeavor to maintain the three- minute emergency response time by providing adequate staffing and patrol arrangements (Goal D: Policy 5), and that the City shall maintain a staffing ratio of 1.3 officers to 1,000 residents (Goal D: Policy 6). Funding for these capital improvements is to be provided through development fees on all new residential, commercial, office and industrial developments (Goal D: Policy 7).

The City of Lodi funds its law enforcement exclusively through the General Fund. Thirty-percent of Lodi's General Funds are allocated to the Lodi Police Department for the 2007-2008 budget cycle, providing a yearly budget of \$14,692,716.

As outlined in the Lodi General Plan Health and Safety Elements, the goal for Lodi Police Department response time is an average of three minutes for emergency

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<sup>9</sup> City of Lodi, 2007, 2007-8 Financial Plan and Budget.

calls (Priority 1) and 40 minutes for non emergency calls (Priority 2). Actual average response times are 2.57 minutes for emergency calls, and 21.42 minutes for non emergency calls.

## **2. Provisions for Future Growth and Systems Improvement**

The development of recent annexations will result in additional demand for police service. The additional operations costs that result will be provided by the expanded tax base that results from new development, as well as the continuation of the residential Community Facilities Districts. Capital costs for facilities and equipment will be funded by development fees.

All areas outside of the City boundaries are currently under the jurisdiction of the San Joaquin County Sheriff's Department. Once annexed, the City of Lodi Police Department will expand police services in order to provide service to the project areas. As mentioned above, funding will be provided by the expanded tax base, Community Facilities Districts, and development fees.

### ***C. Public Services (Schools, Libraries, and Transportation)***

#### **1. Schools**

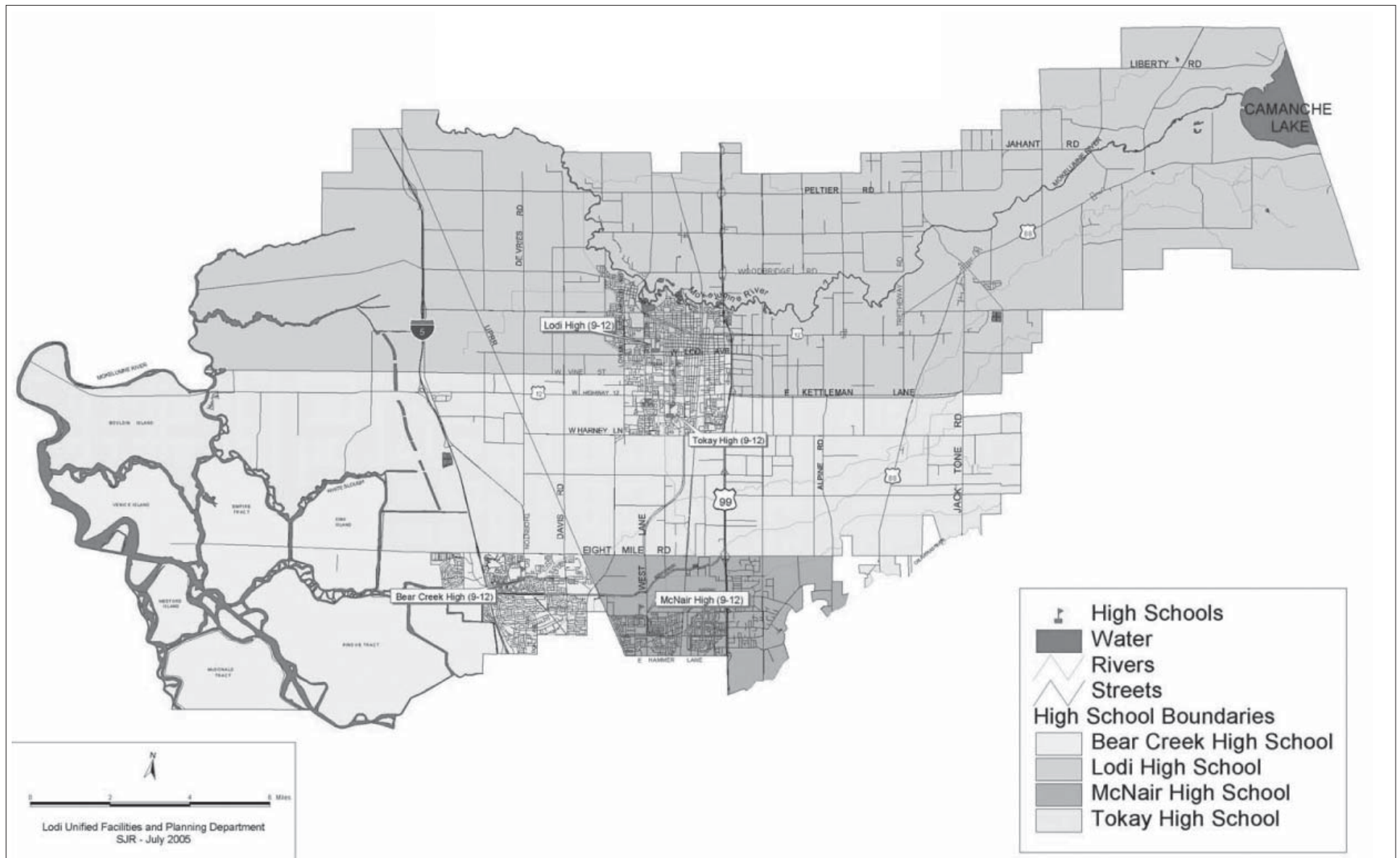
The Lodi Unified School District (LUSD) encompasses 350 square miles, serving the City of Lodi, North Stockton, and the unincorporated communities of Acampo, Clements, Lockeford, Victor and Woodbridge, as shown in Figure 3-3. School locations are shown in Figure 3-4. As the annexations that are the focus of this MSR are all located within LUSD's existing boundary, annexation and development of these properties will not expect to impact the district boundaries. However, increased student volume due to the Westside, SW Gateway, and Reynold's Ranch projects combined is 715 K-6 students, 190 middle school students, and 345 high school students. As many schools within LUSD are already operating at or past capacity, additional schools and staff will be required to provide adequate services to the City's growing population.

The General Plan includes several policies which provide for expansion of LUSD. The Land Use and Growth Management Element establishes the goals of providing adequate land for development of public and quasi-public uses, and of providing new school facilities as needed (Goal H and Goal I). Funding for construction and reconstruction of new school facilities is acquired through a residential construction fee of \$3.75/square foot, as authorized by State law (Government Code 65995-6). These school impact fees and provision of additional school sites is ex-

pected to offset the impact of these additional students. The Westside, SW Gateway, and Reynold's Ranch projects all include the provision of new schools.

## **2. Libraries**

The City of Lodi library, located at 201 West Locust Street, provides small businesses workshops, adult literacy services, internet services, informational material, and other community services. Figure 3-4 shows the library's location relative to other public services. The library is open 64 hours a week, and is staffed by 15 full time employees and eight part-time employees. There are no policies addressing libraries in the current General Plan.

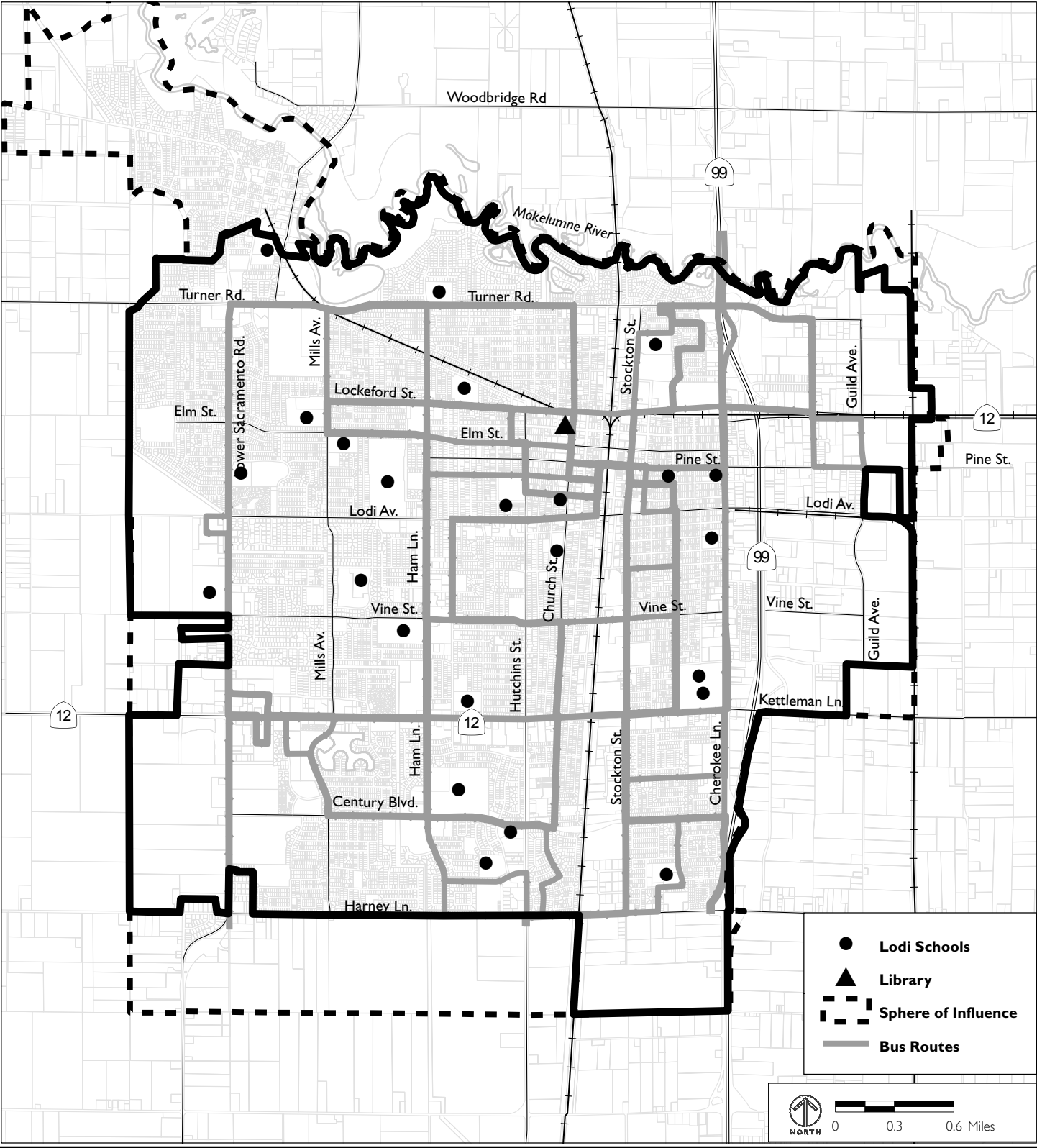


Source: School Facilities Master Plan for the Lodi Unified School District, 2006

FIGURE 3-3

LODI UNIFIED SCHOOL DISTRICT BOUNDARIES





Source: City of Lodi GIS

FIGURE 3-4  
PUBLIC SERVICES: BUS ROUTES, SCHOOLS AND LIBRARY

#### 4. Public Transportation

The City of Lodi provides two public transportation services within the City area: Dial-A-Ride and the Grapeline bus.

The City's Dial-A-Ride service provides service within the City limits. Service is also provided to Woodbridge and Acampo for an additional charge of \$1.00. Service is provided Monday through Friday from 6:15 a.m. to 9:00 p.m., on Saturday from 7:45 a.m. to 6:00 p.m., and on Sunday from 7:45 a.m. to 4:00 p.m.

The Grapeline Fixed-Route bus service operates on weekdays from 6:15 a.m. to 6:54 p.m. and weekends from 7:45 a.m. to 3:00 p.m. with 45-minute headways in the morning and 50-minute headways in the afternoon. The loop route begins and ends at the Lodi Station, as shown in Figure 3-4. In addition, three express routes are offered twice each day. Express routes 1, 2, and 6 offer 3:00 a.m. and 3:00 p.m. routes each weekday during peak hour. Tickets and passes for the Grapeline bus can be purchased from the Lodi Station, the Finance Department, LOEL Center, and HSS Senior Center.

Other transit service providers in the San Joaquin region include the San Joaquin Regional Transit District, the Altamont Commuter Express, South County Transit/Link, Calaveras Transit and Amtrak.<sup>10</sup> The San Joaquin bus routes 23 and 24 offer service between Stockton and Lodi. Hopper routes 93 and 97 link Lodi to San Joaquin County.

Development of recent annexations will introduce additional area to be served by local transit operators. Existing Grapeline routes cannot provide fixed-route bus service to the annexation areas without significantly impacting existing level of surface. New or modified routes will be necessary to meet this future demand. Two transit stops have been proposed for the Westside and five have been proposed for SW Gateway.

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<sup>10</sup> Grape Line, <http://www.lodi.gov/transit/introductions.html>, accessed on August 6, 2007.

The Circulation Element of the General Plan includes policies for the provision of a “circulation system that accommodates existing and proposed land uses and provides for the efficient movement of people, goods, and services within and through Lodi.” Goal C: Policy 1, 2 and 3 state that the City shall provide Dial-A-Ride services to local, transit dependent residents, provide information on transit services available for regional trips, and shall consider expanding service to include when sufficient demand exists and the cost is economically feasible.

#### ***D. Water Supply, Conservation and Treatment***

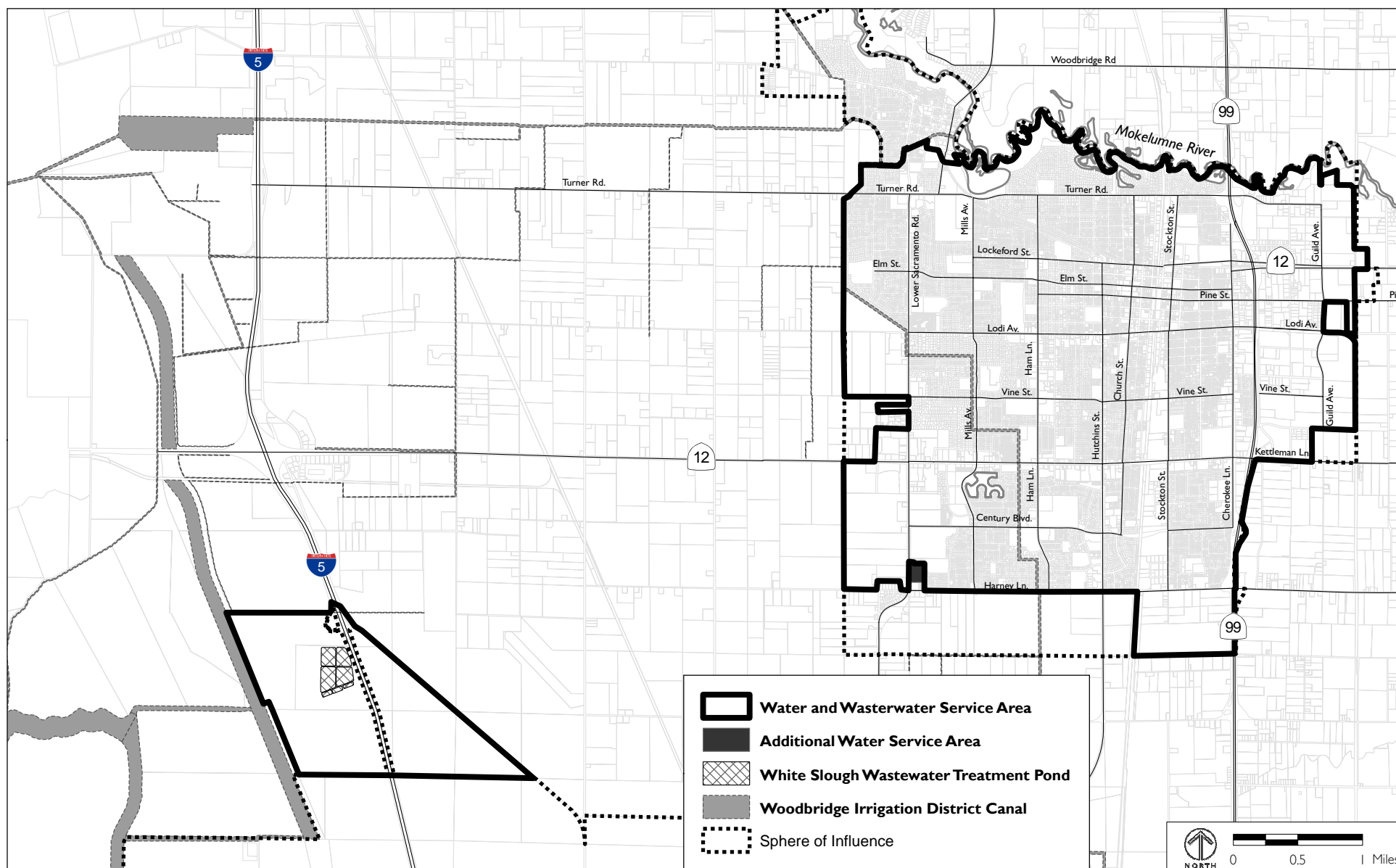
City of Lodi Water Utility provides water service to all of its 62,467 residents. The service area is approximately 12 square miles, encompassing the City of Lodi and several connecting areas.<sup>11</sup> Figure 3-5 depicts the service area for water and wastewater. The wastewater service area is defined by the City limits. The water service area is also defined by the City limits, excepting the inclusion of an area of county land located to the north of Harney Lane and east of Lower Sacramento Road (as specified in Figure 3-5).

This section summarizes findings from City documents regarding the City’s ability to provide adequate water service to the City including recent annexations. These documents include the *2005 Urban Water Management Plan (UWMP)*, the *Reynold’s Ranch EIR*, and the *Lodi Annexation EIR* which focuses on the Westside and SW Gateway project areas.

The City of Lodi adopted an UWMP in 2005 according to the Urban Water Management Planning Act (AB 797). The UWMP is intended to ensure efficient use of available water, evaluate the existing water system and supply reliability, and provide water shortage contingency plans.

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<sup>11</sup> RMC, 2006, *City of Lodi 2005 Urban Water Management Plan*, March.



Source: City of Lodi GIS

FIGURE 3-5

Water, Wastewater and Storm Drainage Systems

## 1. Existing Supply and Demand

This section discusses the City of Lodi's three water sources: groundwater from the San Joaquin basin, surface water from the Mokelumne River, and recycled water from the City's Water Pollution Control Facility.

### a. Groundwater

Groundwater from the San Joaquin basin has supplied all of the City of Lodi's water to the present date. The 26 wells currently operated by the City influence groundwater flow in the San Joaquin basin, as well as groundwater levels. Between the year 1927 and 2004, groundwater levels in City of Lodi decreased an average of 0.39 feet/year, primarily due to increased pumping. Declining groundwater levels indicate that less groundwater supply will be available in the future. Safe yield for the aquifer has been estimated as 15,000 acre feet per year (AFY), compared to the 17,011 acre-feet (AF) pumped in 2004. This estimate is based on acreage, and therefore will increase as the City boundaries expand.<sup>12</sup>

### b. Surface Water

Lodi is voluntarily taking measures to reduce their contribution to regional groundwater overdrafting. In 2003, the City contracted with the Woodbridge Irrigation District (WID) to provide 6,000 AFY of untreated surface water from the Mokelumne River for forty years. Under this agreement, the City can bank up to 18,000 AF (three years supply) of water.<sup>13</sup> This water supply could be utilized as a public drinking water source as early as 2011. However, the actual construction timeline for necessary infrastructure will depend upon funding sources.<sup>14</sup>

### c. Recycled Water

The City currently uses recycled water from the White Slough Water Pollution Control Facility (WSWPCF) for irrigation purposes on a limited basis, and is in the process of developing a Recycled Water Master Plan (RWMP) to increase recycled water use. WSWPCF and recycled water are discussed in greater detail in Section 3.E.

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<sup>12</sup> RMC, 2006, *City of Lodi 2005 Urban Water Management Plan*, March.

<sup>13</sup> City of Lodi Annual Water Quality Report for 2006, April 2007, [http://www.lodi.gov/public\\_works/pdf/water\\_report06.pdf](http://www.lodi.gov/public_works/pdf/water_report06.pdf), accessed on August 6, 2007.

<sup>14</sup> Swimley, Charles, Water Services Manager, City of Lodi. Written communication with Isby Swick, DC&E, October 11, 2007.

## 2. Existing transmission and distribution system

The following list describes the major components of the City of Lodi's water transmission and distribution system. (As the City's sole source of water is groundwater, it does not currently operate any facilities for surface water diversion or treatment).

- ◆ **Pump Stations and Wells.** The City currently operates 26 wells with a combined capacity of 50.7 million gallons per day. Municipal wells generally pump water from 100 to 500 feet below the surface, and are all equipped to provide emergency chlorination. In addition, several wells are equipped with granular activated carbon for removal of dibromochloropropane (DBCP).<sup>15</sup>
- ◆ **Water Mains and Pipelines.** The piping system for water distribution includes approximately 225 miles of piping, with distribution mains ranging from 2 to 14 inches. The City is currently updating 2- to 3-inch distribution mains.
- ◆ **Water Storage.** The City has 1.1 million gallons of water storage capacity, provided by a 100,000-gallon elevated storage tank located on North Main Street and a 1,000,000-gallon storage facility and pumping station located on Highway 99 and Thurman Road.

## 3. Water Quality

In 2006, the quality of the City's groundwater supply complied with or exceeded all State and federal drinking water requirements. An assessment of Lodi's drinking water sources conducted in February 2003 considered Lodi's water quality most vulnerable to the following:

- ◆ Gas stations (historic and current)
- ◆ Chemical/petroleum processing and storage
- ◆ Metal plating/finishing/fabricating
- ◆ Plastic/synthetic producers
- ◆ Dry cleaners
- ◆ Known contaminant plumes
- ◆ Sewer collection systems
- ◆ Fleet/truck/bus terminals
- ◆ Machine shops
- ◆ Utility stations and maintenance areas

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<sup>15</sup>LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

- ◆ Agricultural drainage
- ◆ Photo processing/printing

The City has incorporated management measures to help maintain high groundwater quality, including: cleanup work that is underway and planned to expand in 2007-2008 for PCE (Tetrachloroethylene) and TCE (Trichloroethylene), as these chemicals have been detected in wells in north and central Lodi; weekly monitoring for bacterial water quality; periodic chlorination to prevent bacterial contamination; and well monitoring for the gasoline addictive MTBE (Methyl-Tert-Butyl-Ether).<sup>16</sup>

#### **4. Demand Management and Conservation Measures**

In compliance with the Urban Water Management Act, the City's 2005 UWMP identifies a series of Demand Management Measures, also known as Best Management Practices (BMPs). These measures, which are designed to maximize efficient water use and minimize wastewater, are summarized in Table 3-2.

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<sup>16</sup> RMC, 2006, *City of Lodi 2005 Urban Water Management Plan*, March.

**TABLE 3-2 WATER DEMAND MANAGEMENT MEASURES**

Description	City Program	UWMP Act Compliance
Water survey programs for residential customers	None at this time	B/C Ratio= 0.9
Residential Plumbing Retrofit	Rebates offered at the time of purchase for water saving devices	Yes
System water audits, leak detection and repair	Goal to replace 1% of pipeline system annually	Yes
Metering with commodity rates for all new connections and retrofit existing connections	Meter implementation currently under development; majority of commercial, industrial, and landscape connections metered	In Process
Large landscape conservation programs and incentives	None at this time; Water conservation ordinance applies to large landscapes	B/C Ratio=5.6
High efficiency-washing machine rebate programs	None at this time	B/C Ratio= 0.7
Public information programs	Conservation information included in bills, newsletters, brochures, demonstration gardens, and special events	Yes
School education programs	K-6 classroom presentations (currently suspended)	Yes
Conservation programs for commercial, industrial and institutional accounts	Water surveys not offered; ULFT replacement program available	B/D Ratio= 2.2
Wholesale agency programs	NA	NA
Conservation pricing	Meter implementation program will enable future conservation pricing	In Process
Water conservation coordinator	Position currently vacant; part-time employees fulfill similar duties	Yes
Water Waste Prohibitions	Restrictions and penalties in place and enforced for wasted water; emergency conservation measures in place	Yes
Residential ultra-low flush toilet replacement program	Rebates offered at the time of purchase for ULFTs	Yes

\* For DMM's that are not currently being implemented, benefit-to-cost (B/C) ratios are provided. B/C ratios of less than one are not considered to be financially beneficial, and are not recommended for implementation

Source: RMC, March 2006, *City of Lodi 2005 Urban Water Management Plan*.



In accordance with California Assembly Bill 2572, the City is installing water meters on un-metered properties in its service area. As of 2006, 400 residential meters had been added to the 1,100 existing commercial and industrial meters.

#### **5. Future Supply and Demand, and Improvements to System**

Water demand projections through 2030 are shown in Table 3-3, based on analysis in the City of Lodi's 2005 UWMP. The projected demand is based on the actual water usage in 2004, a constant 1.5 percent increase in the City's demand, and the assumption that the installation of water meters on currently unmetered and new residential service connections will reduce demand by 15--percent. Based on these projections, between 2005 and 2030, the average annual water demand will increase from 19,800 AFY to 23,800 AFY, or by 20 percent.

Water supply projections shown in Table 3-3 assume that groundwater is pumped at safe yield, that the City's contract with WID is maintained at 6,000 AFY, and that all recycled water is utilized. According to these assumptions, total water supply will exceed demand through 2029. However, the time frames for utilizing Mokelumne River water contracted from WID, and recycled water, are not guaranteed at this time. As a result, the City may continue to overdraft groundwater beyond 2010 in order to provide adequate water supply for current residents. In addition, the City will continue to ensure that adequate water supply is available prior to development by complying with SB610, SB221, and other state mandates. The following section provides further discussion of ground, surface and recycled water supplies, as well as needed infrastructure.

##### **a. Groundwater**

Constraints to the City's groundwater supply include pumping capacity of active wells and the potential reduction in groundwater supply due to overdrafting caused by the cumulative impacts of all pumping in the area. While

**TABLE 3-3 PROJECTED WATER SUPPLY AND DEMAND (NORMAL YEAR)**

	2010	2015	2020	2025	2030
<b>Supply</b>					
Groundwater, AFY	>15,000	15,000	15,000	15,000	15,000
Surface Water, AFY	?	6,000	6,000	6,000	6,000
Recycled Water, AFY	?	8,300	8,940	9,630	10,380
<b>Total Supply, AFY</b>	<b>28,700</b>	<b>29,300</b>	<b>29,940</b>	<b>30,630</b>	<b>31,380</b>
<b>Demand, AFY</b>	<b>20,400</b>	<b>20,900</b>	<b>21,600</b>	<b>22,300</b>	<b>23,800</b>

Source: RMC, March 2006, City of Lodi 2005 Urban Water Management Plan.

the City can easily address pumping capacity by adding new wells, groundwater overdrafting is best addressed at a regional level. As part of regional efforts coordinated by the Northeastern San Joaquin County Groundwater Banking Authority (GBA) to strengthen regional water supply reliability,<sup>17</sup> the City plans to reduce its contribution to groundwater overdrafting by decreasing its pumping to the estimated safe yield. Groundwater overdrafting will continue until other water supplies are secured, including surface water from the Mokelumne River and recycled water. The estimated safe groundwater yield of 15,000 AFY will increase as the City's surface area increases due to annexations.

**b. Surface Water**

The City's contract with WID for 6,000 AFY of Mokelumne River water will enable the City to reduce groundwater pumping. Due to infrastructure needs and funding constraints, the earliest that this water source could be used as a public drinking water supply is 2011. The actual year of completion will depend heavily on financing. During the interim period before infrastructure is in place, there may be opportunities to utilize this water supply for nonpotable purposes. Additional surface water supplies from WID could likely be contracted in the future.

<sup>17</sup> Northeastern San Joaquin County Groundwater Banking Authority, <http://www.gbawater.org>, accessed on August 5, 2007.

c. Recycled Water

The City's recycled water supply is projected to increase in relation to its population increase. As mentioned above, existing infrastructure only allows the WSWPCF to distribute recycled water to agricultural land that surrounds the facility. A Recycled Water Master Plan (RWMP) is currently being developed by the City that will outline expanded distribution of this water supply. The RWMP is expected to be complete by the second quarter of 2008.

d. Infrastructure

Provision of water to recently annexed areas will require additional infrastructure. Approved development of SW Gateway includes a 1,000,000-gallon storage tank, which is to be located on the same site as City Well No. 28 and the proposed electrical substation, and an additional well (City Well No. 27) to be located near the intersection of Century Boulevard and Heavenly Way in DeBenedetti Park. The proposed Infrastructure Master Plan for Reynold's Ranch includes a water pipeline system that would connect to the existing City water system and Well #23, and two additional wells.

***E. Wastewater Collection and Treatment***

The City of Lodi Department of Public Works provides wastewater collection and treatment for the incorporated area of the City of Lodi. The City's *Wastewater Master Plan* was prepared in 2001, and is the primary source for the information included in this section. This Master Plan outlines a long-term strategy for meeting future discharge and capacity requirements in order to meet community needs for a planning horizon that extends to 2020. Population projections used for wastewater facility planning were based on a 1.5 percent growth rate, which is the City's assumed annual growth rate.<sup>18</sup>

**1. Wastewater Collection and Treatment**

The wastewater collection system for residential and commercial users consists of gravity sewers up to 48 inches in diameter, pumping stations, and force mains. Once collected, wastewater is discharged to trunk sewers and interceptors and then conveyed to the WSWPCF where it receives primary, secondary and tertiary treatment. WSWPCF is located on a 1,040-acre site southwest of the City and has ade-

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<sup>18</sup> West Yost and Associates, 2001, *City of Lodi Wastewater Master Plan*, January 15.

quate capacity to treat all wastewater flows to Title 22 standards. The location of the WSWPCF is shown in Figure 3-5.

Industrial process water is collected and conveyed separately to WSWPCF, where it is stored in 45 acres of ponds to be later used for irrigation. Ninety-five percent of industrial flow is from the Pacific Coast Cannery. The industrial wastewater is combined with non-disinfected secondary effluent and digested biosolids for use as irrigation for animal feed crops on fields surrounding the facility.

The treatment process for residential and commercial wastewater includes the following: influent flow measurement, influent screening, grinding, grit removal, primary clarification, aeration/sludge activation, secondary clarification, waste activated solids (WAS) thickening, anaerobic digestion of solids, UV disinfection, granular filtration, effluent flow measurement, and effluent disposal or reuse.

## **2. Wastewater Treatment Plant Permitting and Capacity**

The original facility was built in 1966 with a capacity of 3.5 mgd. Since then, the facility has undergone two expansions; in 1976 it was expanded to a capacity of 5.8 mgd, and in 1992 to its current capacity of 8.5 mgd. As mentioned earlier, the service area generates an estimated 6.4 mgd of dry weather flow. Treatment is provided by WSWPCF, which is operated by the City (described above). The plant is currently functioning at 75 percent of design capacity.

## **3. Wastewater Disposal and Reuse**

An annual average of 2,500 AFY of tertiary treated effluent from WSWPCF is recycled during summer months. Recycled water and industrial process water are used to irrigate the 1,000 acres of City land adjacent to the facility. Most of this land (650 acres) is leased to local farmers who cultivate crops that are not for human consumption. Other uses of domestic process water from WSWPCF include steam production for a 49 megawatt natural gas-powered generator, and replenishment of mosquito fish-rearing ponds. The City of Lodi has provided a “will serve” letter to the Northern California Power Agency (NCPA) to allot 1 mgd of treated water for use at a potential power plant.

Anaerobic digestion is used by WSWPCF to convert wastewater solids into biosolids, which are used by the City as a nutrient source and soil conditioner for City-owned land. Treated effluent that is not otherwise used is discharged into Dredger Cut, a manmade channel which connects to White Slough and to Bishop Cut. Dredger Cut, like other San Joaquin Delta channels, is normally dominated by tidal

flows. WSWPCF is currently in compliance with RWQCB for protection of the Delta.<sup>19</sup>

#### **4. Wastewater quality**

Effluent discharge from WSWPCF must comply with discharge requirements for municipal effluent (adopted by the City of Lodi in January, 2000). The requirements include secondary treatment and disinfection limits, biotoxicity requirements, dissolved oxygen limits, and nitrogen loading limits. WSWPCF is currently in compliance with RWQCB for protection of the Delta.<sup>20</sup>

#### **5. Future Wastewater Demand and System Improvements**

In accordance with the General Plan's Land Use and Growth Management Element, the City shall develop new facilities for water, wastewater and drainage as needed for development, and shall fund necessary systemwide improvements by assessing development fees on new development (Goal J: Policy 1 and 2).

The *Wastewater Management Plan* projects that new development will produce an average of 97 gallons per capita per day (gpcd). The difference between this and the current City average of 116 gpcd is due to low-flow toilets and showers that are required for development. Projected peak flows are shown in Table 3-4.

Improvements to the WSWPCF are currently underway. Improvements include increasing available dry weather treatment capacity of the facility to 8.5 mgd, and improving the City's municipal wastewater treatment facilities to meet future NPDES permit limits and long-term land management needs.

Current improvement plans are guided by the Phase 3 Improvements Project 2007 which calls for installation of new influent screens (two), screening washers, influent pumps (two), and new diffusers in Aeration Basins 1 and 2 and the construction of two new aeration basins and a secondary clarifier. Flow modifications are also planned for aeration basins.<sup>21</sup> These improvements will increase the treatment capacity of WSWPCF to treat up to 8.5 mgd of average dry weather flows, and are scheduled to be completed by March 2009. The City's most recent permit,

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<sup>19</sup> West Yost and Associates, 2001, *City of Lodi Wastewater Master Plan*, January 15.

<sup>20</sup> West Yost and Associates, 2001, *City of Lodi Wastewater Master Plan*, January 15.

<sup>21</sup> West Yost and Associates, 2006, *City of Lodi Water Pollution Control Facility Existing Conditions Report: Chapter 2 Facilities Description*, September.

issued in September, 2007, allows for an effluent limit of 8.5 mgd upon completion of the WSWPCF Phase 3 Improvements.<sup>22</sup>

**TABLE 3-4 PROJECTED WASTEWATER FLOW**

	<b>2001 (mgd)</b>	<b>2020 (mgd)</b>
Average	7.5	8.5
Peak Month	8.5	9.6
Peak Day	9.7	11.0
Peak Hour	14.4	16.3
Peak Day, dry weather	8.9	10.0
Peak Hour, dry weather	12.7	14.5

Source: C West Yost and Associates, January 15, 2001, *City of Lodi Wastewater Master Plan*.

Upon annexation of the Reynold's Ranch, Westside, and SW Gateway project areas, the City will provide wastewater services. Specific infrastructure needs related to these sites are listed below:

- ◆ Permanent service to the Reynold's Ranch project area will require the development of a trunk system aligned along the southerly project boundary and extending west to connect to the existing City wastewater trunk line as presented in the Project Final EIR. Alternative solutions for the provision of permanent service to the project may be presented by the project sponsors.
- ◆ The existing 21-inch sewer main that crosses Kettleman Lane at Westgate Drive will be extended to the existing 48-inch trunk line located south of Kettleman Lane to provide service to the Westside project area.
- ◆ The existing 48-inch sewer trunk line and 30-inch industrial waste line that extend through the SW Gateway site are being relocated to provide adequate

<sup>22</sup> Swinley, Charles, Water Services Manager, City of Lodi. Written communication with Isby Swick, DC&E, October 11, 2007.

service to the SW Gateway project.<sup>23</sup> Parcels located to the west of Lower Sacramento Road would be served by existing 48-inch trunk line and new wastewater facilities to be constructed in Harney Lane.

- ◆ Proposed sewer infrastructure for parcels located east of Lower Sacramento Road will connect to the 21- to 42-inch existing main situated beneath Lower Sacramento Road.

## ***F. Stormwater Drainage***

Lodi's stormwater drainage system is managed by the City's Public Works Department. The gravity-based stormwater system consists of trunk lines, retention basins, pump stations, and surface infrastructure such as gutters, alleys, and storm ditches. Most of the basins are used as parks and recreational facilities during non-runoff periods. Stormwater is disposed by pumping into the Woodbridge Irrigation District (WID) Canal, Lodi Lake, and the Mokelumne River.

### **1. Existing Stormwater Drainage System**

The City's storm drain infrastructure includes catch basins, manholes, 18 storm outlets, 227.9 acres of detention basins, 14 electrically powered pumping stations, and 110 miles of stormwater collection and conveyance piping. As of 2002-2003, the City had 2,750 catch basins and 1,600 manholes. On average, these numbers increase by 33 and 28 each year, respectively.

A significant portion of the City's stormwater runoff is released into the WID Canal, including all stormwater from Reynold's Ranch, Westside, and SW Gateway project areas. In accordance with the Storm Drainage Discharge Agreement between the City and WID, the City can discharge a maximum of 160 cubic feet per second (cfs) in the winter and 40 cfs in the summer into the WID canal. Maximum discharge rate per site is 60 cfs in the winter and 20 cfs in the summer. However, maximum discharge rates can be increased with twelve hour notice if approved by WID. The City's most recent agreement was approved by City Council on Oct 20, 1993 and extends for 40 years. This agreement includes the City's right to modify existing Beckman and Shady Acres pump stations and to construct additional discharge points.

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<sup>23</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

Excess stormwater is temporarily stored in retention basins, from where it is gradually released into the Mokelumne River, WID Canal and Lodi Lake to reduce potential flooding impacts. Many of the City's detention basins function as sports facilities during dry conditions. Table 3-5 further describes existing and planned retention basins in Lodi.

Stormwater quality concerns include suspended solids and high nitrate levels (most likely from lawn fertilizers). Algal blooms below City outlets following pumping evidence this problem.

The City's stormwater pumps and detention basins are adequate for existing runoff volume. However, localized flooding has occurred at the 1700 block of Lockeford Street and residential streets southwest of Peterson Park. Improvements have been made to improve flooding problems at Lockeford Street; minor flooding in the area southwest of Peterson park due to undersized pipes has not yet been addressed. Systemwide modeling has not been completed to confirm and predict operation of the system as it expands.

## 2. Future Stormwater Drainage Demands and System Improvements

In accordance with the General Plan's Land Use and Growth Management Element, the City shall develop new facilities for water, wastewater and drainage as needed for development, and shall fund necessary systemwide improvements by assessing development fees on new development (Goal J: Policy 1 and 2).

**TABLE 3-5 EXISTING AND PLANNED RETENTION BASIN S**

	<b>Tributary Area (Acres)</b>	<b>Site Land Area (Acres)</b>	<b>Detention Capacity (Acre-Feet)</b>
<b>Existing Basins</b>			
A-1, Kofu	491	12	41.5
A-2, Beckman	564	16.2	60
B-1, Vinewood	964	16	41.5
B-2, Graves	450	13.2	31.1



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D, Salas	790	21	94
E, Peterson	340	20.9	61
C, Pixley*	1,091	27.3	128.7
H (Discharge to River)	428		
<b>Planned Basins</b>			
F (at Kettleman/ near Tokay)	369	30	68.5
G, DeBenedetti	866	46.3	202
I (Undeveloped)	320	25	
<b>Total (Existing and Planned)</b>	<b>6,673</b>	<b>227.9</b>	<b>728.3</b>

Source: City of Lodi Stormwater Management Program, 2003, Table 5-3.

Proposed development of recent and approved project areas will necessitate expansion and improvements to the existing Stormwater system. These improvements include:

- ◆ Proposed development of the Westside and SW Gateway project areas could include underground conveyances to on-site detention basins which would connect to the City's existing system. The basins would drain to a central pump station which would deliver water to the Century Boulevard outfall line.
- ◆ Construction of a new 49-acre multi-purpose community park and storm drainage detention basin facility just east of the SW Gateway project area, as approved by the City. The facility, known as De Benedetti Park, includes a detention basin (G Basin) that will serve an 878-acre watershed east of Lower Sacramento Road.

### ***G. Electrical Utility***

Electrical services are provided to residential, commercial and industrial customers in the City of Lodi by the Lodi Electric Utility. The utility is owned and operated by the City, and is budgeted for 47 staff for 2007-2008.<sup>24</sup> Lodi Electric Utility is a member of the Northern California Power Agency (NCPA), a Joint Action Agency which enables the Utility to purchase and supply electricity at cost. Twelve NCPA members own shares of the NCPA's electric generation facilities, including a 49 megawatt steam-injected gas turbine plant (Combustion Turbine Project, No. 2) located near Lodi and five quick-response Combustion Turbine units located in the cities of Alameda, Roseville, and Lodi.<sup>25</sup>

In 2004, Lodi used 445 gigawatt-hours (GWH) of electricity. On average, between 6,800 and 7,000 kW-hours of electricity are consumed per household per year.<sup>26</sup>

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<sup>24</sup> City of Lodi, 2007, 2007-2008 Budget Financial Plan and Budget.

<sup>25</sup>LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

<sup>26</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

## 1. Energy Conservation

The Lodi Electric Utility is subject to State and local jurisdiction's utilities regulations. The recent energy crisis in California led the Lodi Electric Utility to implement the following measures to promote energy conservation:

- ◆ Residential Energy Efficient Appliance Rebate Program
- ◆ Residential Air Duct Testing
- ◆ Energy Audit Program
- ◆ Lodi Solar Rooftops Pilot Project (which provides rebates for the installation of photovoltaic/solar panels on residential properties within the City of Lodi)

Title 24 of the California Electrical Code provides energy conservation standards for residential and commercial construction. The City enforces these standards through the local building permit process.

## 2. Future Demand and Infrastructure Improvements

The utility projects that electrical demand will grow at an annual rate of 2 to 2.5 percent per year from 2007 to 2011.<sup>27</sup> As areas are annexed to the City, the electrical service provider will shift from PG&E to the Lodi Electric Utility. Infrastructure needs related to the recent annexations are discussed below.

Provision of electrical service to the Reynold's Ranch project area will require the expansion of existing primary distribution lines and establishment of service connections, and would be funded by the developer. Power provided to the project area would be derived from the Henning or Industrial Substations.

A new electrical substation that will service the western part of the City has been planned for a parcel just north of the SW Gateway site (APN 058-030-10). The service area would include the Westside and SW Gateway project areas. The substation would link to an existing 60 kilovolt (kV) overhead circuit paralleling Lower Sacramento Road, with 12 kV distribution lines placed underground.

## H. Determination

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<sup>27</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

As the City of Lodi continues to grow, there will be a need to expand services. The following is a summary of the major City actions that may be required to ensure adequate provision of services for the five-year sphere horizon.

### **1. Fire Protection**

Providing adequate service to the southern area of the City is currently a challenge faced by the Lodi Fire Department. Average response time of 4:32 minutes exceeds the three-minute goal largely due to high response times for the southern corners of the City. The new fire stations planned for the SW Gateway and Reynold's Ranch project areas will improve response times and level of service to the southern areas of the City, and enable the department to provide service to the project areas.

Adequate fire service for the recently annexed areas and areas within the SOI will be met by the development of new fire stations and increased staffing. The expanded tax base that results from new development, the continuation of the residential Community Facilities Districts, and development fees will provide funding for will provide funding for additional fire stations, equipment and personnel.

### **2. Law Enforcement**

The City will implement policies under Goal D of the General Plan Health and Safety Element which calls for the City to prevent crime and promote personal security of residents by providing adequate staffing and requiring development fees to fund capital improvements.

- ◆ The department is currently meeting response time goals set by the General Plan. Goals for emergency and non-emergency response time are three-minutes and forty-minutes, respectively. Actual response times are reported at 2.57 minutes (emergency) and 21.42 minutes (non-emergency).
- ◆ In order to provide service to recently annexed areas, the City of Lodi Police Department's jurisdiction has expanded. As these areas and other areas of the SOI are developed, additional staff and equipment will be necessary to address increased call volume. As discussed above, funding for these additional services will be generated by the expanded tax base that results from new development, the continuation of Community Facilities Districts (for operations), and development fees (for capital costs).

### **3. Public Services**

#### **a. Schools**

Proposed development of recent annexations will require the construction of new schools within the Lodi Unified School District (LUSD). As all annexations areas are within existing LUSD boundaries, district boundaries will not change. The General Plan's Land Use and Growth Management Element includes policies that provide land and funding for new school facilities. According to these policies, the Westside, SW Gateway, and Reynold's Ranch projects all include the provision of new schools. School impact fees and the provision of additional school sites are expected to offset the impact of these additional students.

#### **b. Library**

There is currently only one library in the City of Lodi. Although the General Plan does not provide policies for the provision of library service, increased demand as the result of population growth may require the City to consider additional facilities in the future.

#### **c. Transportation**

The service area for public transportation provided by the Grapeline bus will need to expand to encompass recently annexed areas. Additional bus routes may be required, depending upon demand. The planned phased addition of transit stops to compensate for increased demand will ensure adequate service provision to recently annexed areas. Proposed development of the project areas discussed in this MSR includes provisions for new bus stops. Regional transportation service providers will continue to provide service to the City, including annexed areas.

### **4. Water Supply, Conservation and Treatment**

The City of Lodi's water demand has been met solely by groundwater from the San Joaquin basin, which is currently being overdrafted by regional use. In 2004, the City pumped 17,011 AF of groundwater from the basin. This exceeds Lodi's estimated safe yield rate of 15,000 AFY. This estimate is based on acreage, and therefore will increase as the City boundaries expand. The City is in the process of developing surface and recycled water supplies that will enable the City to meet increasing water demand while reducing groundwater pumping to safe yield rates.

The Water demand in Lodi is projected to increase by 20 percent between 2005 and 2030, assuming a constant 1.5 percent increase in the City's demand, and that the installation of water meters on currently unmetered and new residential service connections will reduce demand by 15 percent. The City plans to meet increased demand and reduce groundwater overdrafting by utilizing surface water from the

Mokelumne River and increasing use of recycled water. The City will be able to provide public drinking water from the Mokelumne River (WID contract) as soon as 2011, and the Recycled Water Master Plan will be completed in 2008. Time-frames for both water sources depend on funding sources. In order to provide water service to the existing population in the interim, the City will need to continue overdrafting groundwater. The estimated safe groundwater yield will increase as the City's surface area expands due to annexations within the SOI. However, the City will not approve new developments until adequate water supply is assured.

#### **5. Wastewater Collection and Treatment**

Wastewater treatment for the City of Lodi is provided by the City operated White Slough Wastewater Pollution Control Facility (WSWPCF). The facility's current design capacity is 8.5mgd, and has adequate capacity to treat all wastewater flows to Title 22 standards. Upon completion of WSWPCF Phase 3 Improvements, which are expected to be complete by March, 2009, the City's permitted effluent limit will also be 8.5mgd. The service area currently generates an estimated 6.4 million gallons per day (mgd) of dry weather flow, and the plant is currently functioning at 75-percent of design capacity.

The *City of Lodi Wastewater Management Plan* projects wastewater flow to increase reach 8.5mgd in 2020, at which time the WSWPCF will be operating at 100-percent of design and RWQCB permitted capacity. The significant infrastructure for wastewater collection and treatment needed for the development of recently annexed areas will be designed to connect to existing systems, and will be funded by development fees. The City will utilize the *Wastewater Management Plan* update process to identify needed improvements to support additional growth within the SOI.

#### **6. Stormwater Drainage**

Stormwater drainage in the City of Lodi, managed by the City's Public Works Department, is a gravity-based system consisting of trunk lines, retention basins, pump stations, and surface infrastructure such as gutters, alleys, and storm ditches. Many of the City's detention basins function as sports facilities during dry conditions.

Stormwater is disposed by pumping into the Woodbridge Irrigation District (WID) Canal, Lodi Lake, and the Mokelumne River. A significant portion of the City's stormwater runoff is released into the WID Canal. In accordance with the 40-year Storm Drainage Discharge Agreement between the City and WID, approved by City Council on Oct 20, 1993, the City's most recent agreement with WID allows the City to discharge a maximum of 160 cfs in the winter and 40 cfs in the summer.

The City's stormwater pumps and detention basins are adequate for existing runoff volume. However, improvements to the existing stormwater system will be required for new developments. In accordance with the General Plan's Land Use and Growth Management Element, the City will develop new facilities for water, wastewater and drainage as needed for development, and shall fund necessary system-wide improvements by assessing development fees on new development (Goal J: Policy 1 and 2). Development of the Reynold's Ranch, Westside and SW Gateway project areas will necessitate improvements to the existing Stormwater system, including the construction of underground conveyances that connect to on-site detention basins. The project areas will all release stormwater into the WID canal, as provided by the City's existing contract with WID. The City has plans for new detention basins, included those within the recently annexed project areas, that will increase total stormwater detention capacity by 339 AF to 728.3 AF. Additional growth beyond the eight-year sphere horizon will also require improvements to the existing stormwater system, and will be funded through development fees on all new developments.

## **7. Electric Utilities**

Electrical services are provided to residential, commercial and industrial customers in the City of Lodi by the Lodi Electric Utility. The Utility is a member of the Northern California Power Agency (NPCA), a Joint Action Agency which enables the Utility to purchase and supply electricity at cost.

The recent energy crisis in California led the Lodi Electric Utility to implement the measures to promote energy conservation, including the Residential Energy Efficient Appliance Rebate Program, the Residential Air Duct Testing, the Energy Audit Program, and the Lodi Solar Rooftops Pilot Project. In addition, the City enforces Title 24 of the California Electrical Code standards through the local building permit process.

The Utility projects that electrical demand will grow at an annual rate of two to 2.5 percent per year from 2007 to 2011.<sup>28</sup> The Utility is planning to meet future energy needs by implementing conservation programs, as well as planning for new infrastructure. Increased energy demand generated by the development of the recent annexations is consistent with projected future energy demands, as both respond to regional growth forecasts and the City's General Plan. New infrastructure devel-

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<sup>28</sup> LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental Impact Report*.

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opment will connect to the existing system. The development of a new substation will provide service to the Westside and SW Gateway project areas.

The Lodi Utility has sufficient capacity to meet increased energy demand generated by future annexations. Provision of electrical service to future annexations will require new infrastructure, including the expansion of existing primary distribution lines and establishment of service connections, which will be funded by the developer.



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## 4 GROWTH AND POPULATION PROJECTIONS

This chapter identifies future growth projections for the City of Lodi and its SOI that need to be taken into consideration when planning for the provision of services. A detailed discussion on existing and future municipal services to meet the future demand identified in this chapter is included in Chapter 3 of this MSR.

As discussed in Chapter 3, the City has plans and policies in place to ensure that if demand increases, as allowed by the General Plan, adequate public services will be provided, while existing levels of service are maintained.

### ***A. Population and Demographics***

Lodi is the fourth largest city in San Joaquin County, with a population of 63,395.<sup>1</sup> Between 1990 and 2000, the City of Lodi's population increased by 10.3 percent to 57,935, as shown in Table 4-1. Demographic shifts experienced during this same time period include an increase in percentage of children and 35- to 54-year-olds, and an increase in family size and non-family households, and a 76 percent increase in residents of Hispanic/Latino origin.<sup>2</sup>

Neighboring cities in San Joaquin experienced more dramatic population growth between 1990 and 2000, with the cities of Stockton and Tracy increasing 15.3 and 65.5 percent, respectively. Between 2000 and 2006, the population of San Joaquin County increased by 19.4 percent, while the State of California increased by 7.6 percent.

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<sup>1</sup> California Department of Finance, E-1 City/County Population Estimates, 2007, <http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E1/E-1text.asp>, accessed on 8/16/07.

<sup>2</sup> Jones and Stokes Associated, Inc, June 12, 1991, *City of Lodi General Plan Policy Document: Housing Element*.

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TABLE 4-1 POPULATION AND HOUSEHOLD TRENDS IN LODI

	1990	2000	2006
Population	51,874	57,935	62,828
Housing Units	19,676	21,442	23,000
Average Household Size	2.63 (3.43% vacant)	2.70 (3.4% vacant)	2.7 (3.21% vacant)
Single Family Units	12,999	14,468	16,273
Multi Family Units	6,178	6,475	6,262
Mobile Homes	499	499	465
Source: California Department of Finance Population Estimates, <a href="http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E5/E5-91-00/documents/E-5.xls">http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E5/E5-91-00/documents/E-5.xls</a> , accessed on August 7, 2007.			

The City of Lodi adopted a Growth Management Ordinance (GMO) in 1991 (Ordinance 1521, 1991). The intent of the GMO is to regulate growth in order that General Plan policies can be achieved, to ensure the adequate provision of public services and facilities, and to promote increased housing options for all segments of the population. The GMO limits the number of approved residential units to reflect a 2 percent yearly population growth.<sup>4</sup> This does not apply to senior housing, commercial and industrial projects, on-site replacement housing, or projects of four units or less.

### ***B. Population Projections***

There are several methods for projecting population growth. Table 4-2 shows three population projections for the City of Lodi. The first column represents projections based on Lodi's historic 1 percent growth rate, and the last column shows

<sup>4</sup> Cotton/Bridges Associates, 2004, *City of Lodi 2003-2009 Housing Element*, October 20.

projections based on Lodi's maximum growth rate of 2 percent. The middle column depicts the average of these projections, calculated at a 1.5 percent growth rate.

The sphere plan and related development projections in this MSR utilize the 1.5 percent growth rate, as it provides a middle ground between Lodi's historic growth rate and the maximum growth rate allowed by the General Plan. Assuming a 1.5 percent growth rate, the City population will reach 71,414 by 2015, and 82,879 by the end of the eighteen-year sphere in 2025.

### ***C. Development Projections***

This section provides an overview of projected development to accommodate growth in Lodi. Further detail related to development projections is provided in Chapter 2.

#### **1. Recent Annexations (Eight-year Sphere Horizon)**

Proposed development of the Reynold's Ranch, Westside and SW Gateway project areas includes residential, commercial, and industrial development.

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TABLE 4-2 COMPARATIVE POPULATION PROJECTIONS

Year	Estimated Population (1% Historic Growth Rate)	Estimated Population (1.5% Growth Rate)	Estimated Population at (2% Maximum Growth Rate )
2007	63,395	63,395	63,395
2010	65,316	66,291	67,275
2015	68,648	71,414	74,277
2020	72,149	76,933	82,008
2025	75,830	82,879	90,544
2030	79,698	89,284	99,968

These project areas are expected to accommodate population growth in Lodi between 2007 and 2015.

Development of the Reynold's Ranch project site will induce population and housing growth, as it entails the conversion of existing agricultural land to urban uses. However, the initial phase of the project will emphasize retail and office development which will not substantially increase population. No displacement of housing will result from this development. The development of Reynolds Ranch project site would result in up to 1,084 units at buildout.

The land use designation for the Westside and SW Gateway project sites (including the 12 additional parcels discussed in Chapter 1) under the General Plan is Planned Residential (PR). The PR land use designation allows for single-family detached and attached homes, secondary residential units, multifamily residential units, parks, open space, public and quasi-public uses, and other compatible uses. According to the General Plan, residential development in PR designated areas will maintain a mix of residential densities, with a goal of 65 percent low-density, 10 percent medium-density, and 25 percent high-density. The development of these project sites is projected to result in 2,000 units at buildout.

## **2. Sphere of Influence**

As described in Chapter 2, the unincorporated areas of the existing SOI have the estimated capacity for 4,282 units, providing for a population of 11,560. The combined of these unincorporated areas and the recently annexed areas, is estimated at 7,366 units, which would provide for a net new population of 19,887.

### ***D. Determination***

The City of Lodi's General Plan, including the Growth Management Ordinance (GMO) discussed above, provides a framework for future growth within the City and its SOI. The GMO limits the number of approved residential units to reflect a 2 percent yearly population growth. Historically, the City has experienced 1 percent yearly population growth. The City's 2007 population is estimated at 63,395 by the department of finance. Assuming a middle ground growth rate of 1.5 percent growth rate, the City will reach 82,879 by 2025.

The existing SOI will provide for an estimated net new population of 19,887, increasing the City's total population to 83,282. Therefore, the existing SOI has adequate capacity to accommodate a population growth through 2025. The City's ability to provide adequate service to new developments will be ensured prior to approval of new developments, in accordance with existing City policies.

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## 5 FINANCING CONSTRAINTS AND OPPORTUNITIES

This section of the MSR evaluates the funding mechanisms available for the provision of expanded services in the City of Lodi to meet future needs for fire, police, public services, water, wastewater and stormwater infrastructure, and electrical utilities. These fees and taxes ensure adequate service levels to meet needs of existing and projected population.

### *A. Impact Fees*

The City of Lodi has negotiated Development Agreements for the last three major development projects, and will use the same process for future projects upon the developer's consent. These agreements are relevant to all projects in which landowners agree to contribute to costs of facilities and services, and the City agrees to provide service as required. The landowner's contribution to these facilities and services is assessed by the City through Development Impact Mitigation Fees (Development Fees), which ensure that new development pays its fair share of capital improvement costs for public facilities and utilities needed to support additional growth. Development Fees are collected on a per acre basis, using Residential Acre Equivalents (RAE).

General Plan policies require the City to collect development fees for water, wastewater, drainage, and school development fees for all new residential, commercial, office, and industrial development sufficient to fund required system-wide improvements (Land Use and Growth Management Element, Goal J: Policy 2 and Goal I: Policy 7). Development fees are also collected from all new development for capital improvements and equipment for fire and police protection (Health and Safety Element, Goal C: Policy 10 and Goal D: Policy 7).<sup>1</sup>

New developments that are consistent with the Circulation Element of the General Plan are required to pay their fair share of traffic impact fees and/or charges. In addition, developments that generates more traffic than assumed by the Circulation Element are required to prepare traffic studies and fund to any additional capital improvements identified by the study (Circulation Element Goal A; Policy 5).

The City also requires that new developments pay school impact fees, or fulfill other commitments or obligations to the LUSD as authorized by AB2969, resolu-

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<sup>1</sup> Jones and Stokes Associated, Inc, 1991, *City of Lodi General Plan Policy Document*, June 12.



tion of the LUSD Board of Education (Land Use and Growth Management Element).

### ***B. Tax Assessment***

Previous to the passing of Proposition 13 in 1978, property taxes were the main source of local government revenue and were subject to adjustment based on local government needs. Proposition 13 reduced property taxes by approximately 50 percent and gave the State of California the power to allocate funds gained from taxes.

Proposition 98, which passed in 1988, mandated that a minimum funding level be maintained by the State of California, which led to the Educational Revenue Augmentation Fund (ERAF) property tax shift. ERAF transferred revenues from city, county and special districts to schools. Between 1993 and 2005, ERAF resulted in the transfer of \$17.5 million from the City of Lodi to local schools.

The City of Lodi has a tax sharing agreement with San Joaquin County. This agreement addresses the adjustment of the allocation of property tax revenue between the City and County when a jurisdictional change occurs, such as annexation of unincorporated property into the City limits. The Agreement was most recently updated in June, 2005. The agreement specifies property tax sharing for additional land annexed into the City, with allocations being determined by detachment of fire districts. The City receives 20 percent of property taxes for annexations that involve detachment from fire district. Property tax for annexations that do not require detachment from fire districts are shared as follows:

- ◆ If the fire district was established before June 15, 1996, the City receives 20 percent and the County receives 80 percent.
- ◆ If the fire district was established between June 15, 1996 and June 15, 2003, the City receives 15 percent and the County receives 85 percent.
- ◆ If the fire district was established after June 15, 2003, the City receives 10 percent and the County receives 90 percent.<sup>2</sup>

The City of Lodi currently collects the following taxes:

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<sup>2</sup> City of Lodi Council Communication, May 4, 2005, Agenda Item E-18: "Adopt a resolution approving Agreement for Property Tax Allocation..."

- ◆ Property Tax
- ◆ Sales and Use Tax
- ◆ Public Safety – Prop 172
- ◆ Transient Occupancy Tax
- ◆ Real Property Transfer Tax
- ◆ Business License Tax
- ◆ In-Lieu Sales Tax
- ◆ Waste Removal Franchise
- ◆ Industrial Waste Franchise
- ◆ In-Lieu Franchise (Electric, Sewer, Water, Refuse)

In 2006, these taxes contributed over \$22.05 million dollars to the City's total revenue,<sup>3</sup> and are projected to provide for 70 percent of the General Fund for the 2007-2008 fiscal year.<sup>4</sup>

### ***C. Connection and Usage Fees***

In addition to impact fees and property taxes, Lodi receives funds for the on-going provision of water, wastewater, and electricity service through connection fees and usage fees. The Lodi Department of Finance reviews these fees on an annual basis to ensure that they reflect the appropriate levels necessary to provide adequate levels of water, wastewater, and electricity service. These fees are also discussed in Chapter 7, Rate Restructuring, of this MSR.

### ***D. Mello-Roos Community Facilities Districts***

The Mello-Roos Community Facilities Acts of 1982 was created in response to Proposition 13, which limited local agencies ability to fund needed improvements and services with property tax increases based on assessed property value. This act provides an alternative financing method by allowing local government agencies to establish Mello-Roos Community Facilities Districts (CFDs) to finance needed improvements and services. CFDs are typically created in undeveloped areas and

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<sup>3</sup> City of Lodi Department of Finance, Revenue Summary, <http://www.lodi.gov/finance/pdf/revsum.pdf>, accessed on August 17, 2007.

<sup>4</sup> City of Lodi, 2007, 2007-2008 Financial Plan and Budget.

can finance streets, sewer systems, basic utility infrastructure, police and fire protection, schools, parks, libraries and other communities.<sup>5</sup>

Mello-Roos CFDs are requirement for approval of residential maps, and therefore will be created for Reynold's Ranch, Westside and SW Gateway project areas as well as future developments within the SOI. These comprehensive CFDs will be used as a revenue source to offset the cost of ongoing maintenance for public facilities, including those for police, fire, parks/recreation, and public works.

### ***E. Opportunities***

The following are opportunities to increase financial support for municipal services through various taxes were identified in *Financial Challenges in Providing Local Services*, May 2006 and conversations with City staff<sup>6</sup>.

- ◆ The City of Lodi's Transient Occupancy Tax (TOT) is nearly four percent lower than the State average of 10 percent. Increasing the TOT by three percent would generate an estimated \$176,000 in additional annual revenue. This tax would be paid by hotel and motel customers, and thus would not be directly felt by Lodi residents.
- ◆ Utility User Taxes (UUTs) are imposed by cities on consumption of utilities, and are commonly used to fund municipal services. Cities that collect UUTs receive an average of 15 percent of their general funds from the collected revenue
- ◆ Additional sales tax revenue is anticipated with recently approved retail development, including that within the Reynold's Ranch project area.

### ***F. Determination***

The City of Lodi receives funds for the provision of public utilities and services through impact fees, property taxes, and connection and usage fees. These fees

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<sup>5</sup> California Tax Data, [www.mello-roos.com/pdf/mrpdf.pdf](http://www.mello-roos.com/pdf/mrpdf.pdf), accessed on October 9, 2007.

<sup>6</sup> Pirnejad, Peter, Planning Manager, City of Lodi. Personal communication with Isby Swick, DC&E, September 6, 2007.

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apply to all land that is annexed into the City. The City's Department of Finance reviews these fee structures on an annual basis to ensure that they provide adequate financing to cover the provision of city services.

The City has adequate fee structures and planning processes to ensure that the fee structures remain sufficient to cover costs of required services, and thus no financial constraints to service provision have identified. The General Plan includes policies that require new development to pay its fair share capital improvement costs for water, wastewater, electricity, schools, fire protection, and police protection facilities and services. The cost of providing on-going services for annexed land is offset by the increased tax base provided by new development. Taxes, including property and sales tax, are expected to provide 70 percent of the City of Lodi's General Fund for the 2007-2008 fiscal year.

## 6 COST AVOIDANCE OPPORTUNITIES

This chapter addresses methods that can be applied to minimize the cost of service provision for fire protection, law enforcement, public services, water, sewer and stormwater drainage, and electrical utilities, while still maintaining an adequate level of service.

### *A. Background*

The City of Lodi provides fire and police protection, public services (transportation, libraries and schools), water, wastewater, stormwater drainage, and electricity service within the City. The City also provides limited services to areas outside the City boundaries. As property is annexed into the City, the City will extend their service areas to include annexed areas. The transfer of service from existing provider to the City of Lodi may be phased in order to reduce costs. This may increase overall cost to properties in the SOI, as residents and businesses in the SOI would be receiving access to additional services not currently provided. Service providers in the SOI are listed in Table 6-1.

Implementation of the City's General Plan and Growth Management Ordinance will ensure that no new development will be approved without demonstrating the required infrastructure to provide adequate levels of service is planned or in place. The cost of expanding infrastructure and services will be minimized when new development is able to connect to existing systems.

Additional cost avoidance opportunities are being pursued by the Lodi Electric Utility and the Lodi Fire Department, as follows:

- The Lodi Electric Utility is pursuing the potential to sell underutilized assets in order to increase its reserves. The City of Lodi 2007-2008 Budget expects that 9 acres of underutilized land will be sold during the 2007-2008 fiscal year. The potential sale of the City of Lodi's interest

TABLE 6-1 SUMMARY OF SERVICE PROVIDERS FOR LODI'S SOI

Service Provided	Before Annexation	After Annexation
General Government	San Joaquin County	City of Lodi
Fire Protection	Woodbridge, Mokelumne, and Liberty Fire Protection Districts	Lodi Fire Department
Law Enforcement	San Joaquin County Sheriff's Department	Lodi Police Department
Schools	Lodi Unified School District (LUSD)	LUSD
Libraries		City of Lodi
Transportation	San Joaquin Regional Transit District (SJRTD)	City of Lodi, SJRTD
Water	Woodbridge Irrigation District	City of Lodi
Electrical Utilities	PG&E	Lodi Electric Utility

in the Roseville Combined Turbine Projects would reduce the Utility's operation and maintenance costs.<sup>1</sup>

- ◆ The City is currently studying the potential for consolidation and contraction with the five surrounding fire districts. The Lodi Fire Department Strategic Plan, 2005 identifies consolidation of fire districts as having the potential to reduce overhead costs, increase efficiency and spread cost of protection over a larger population area. The City has also had staff to staff discussions with the Woodbridge Fire District regarding possible contracting. This concept would involve Woodbridge Fire District contracting for fire services with the City. This concept has not been accepted at this time, but may be further pursued in the future.<sup>2</sup>

<sup>1</sup> City of Lodi, 2007, *2007-2008 Financial Plan and Budget*.

<sup>2</sup> Hatch, Randy, Community Development Director, City of Lodi. Email correspondence with Isby Swick, DC&E, August, 24, 2007.

***B. Determination***

As annexation occurs, duplication of costs will be avoided by ensuring that any services that will be provided by the City will be removed from County responsibility. As discussed above, the City's General Plan and Growth Management Ordinance ensure that new development plans and provides for the infrastructure and services necessary to provide for increased populations. Furthermore, the City does not approve new development unless required infrastructure to provide adequate levels of service is planned or in place.

As property is annexed into the City, the City will extend their service areas to include annexed areas. While this may increase overall cost to properties in the SOI, residents and businesses in annexed area receive a higher level of service and/or provision of services not available in unincorporated areas of the SOI. The City is exploring ways to reduce the cost of transferring service providers through phasing.

Measures to reduce the cost of service provision and provide adequate services include selling underutilized assets, consolidating service districts, and connecting new infrastructure to existing systems. The Lodi Electric Utility is pursuing the potential to sell underutilized assets, including land and interest in the Roseville Combined Turbine Projects. These sales would reduce operation and maintenance costs. The potential for consolidation and contraction with the five surrounding fire districts is also being explored by the City. Such actions have the potential to reduce overhead costs, increase efficiency and spread cost of protection over a larger population area.

## 7 RATE RESTRUCTURING

The purpose of this chapter is to determine the potential for minimizing the rates charged to customers for public services, while maintaining the same or better level of service. As discussed in Chapter 3, the City of Lodi funds its fire and police departments exclusively through the General Fund as opposed to a fee charged for usage of the service. Thus, these services are not included in the discussion below.

### ***A. Water and Wastewater***

Annexed properties are provided by the City with water and wastewater services. As discussed in Chapter 5 of this MSR, development fees fund the capital improvements needed to connect new developments to the City's water and wastewater infrastructure. Service charges are collected by the City to pay for ongoing services. Fixed rates are established for single-family and multi-family residential units, based on the number of bedrooms per unit. Flat rates for commercial and industrial customers are based on meter size.

The City is installing water meters on un-metered properties in its service area. In accordance with California Assembly Bill 2572, the City must install water meters on all customer connections by 2025. Installation of meters will enable the City to charge water customers based on actual use, which is expected to result in a 15 percent reduction in water demand.<sup>1</sup>

As discussed in Chapter 3, PCE (Tetrachloroethylene) and TCE (Trichloroethylene) were detected in wells in north and central Lodi. The clean-up cost for this contamination is being covered by insurance company settlement payments, as well as increased water rates for 2006-2007 and 2007-2008.



### ***B. Electricity***

As of 2005, the Lodi Electrical Utility's cash reserve was depleted, as operation costs exceeded revenues. In response to these funding challenges, the Utility has implemented new programs that have been successful in rebuilding the cash reserve. In addition to streamlining operations, retiring under-utilized equipment, and establishing a policy for full cost recovery from developers for new facilities,

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<sup>1</sup> RMC, 2006, *City of Lodi 2005 Urban Water Management Plan*, March.



the Utility implemented two programs related to rate restructuring. These programs are described below.

- ◆ The Utility will adopt an automatic Energy Cost Adjustment (ECA), which will account for the cost of energy above the base amount incorporated into the rates. The ECA offsets fluctuating energy costs by increasing or decreasing charges to customers based on actual energy costs. This means that customers will be charged more when energy costs rise, and receive credits when energy costs are lowered. The ECA is a revenue/cost neutral program that is similar to mechanisms used by other utilities. The adoption of the ECA is projected to eliminate need for base rate increases.
- ◆ Lodi City Council recently adopted a policy in 2006 that will reduce pressure to increase consumer rates and reduce the Utility's contribution to the General Fund. The new policy changes the fees for payment of in-lieu of taxes from 12 percent of gross income to a baseline, with an increased index for new customers.<sup>2</sup>

The Utility's current service rates are compared with PG&E rates in Table 7-1. The Utility's rates are lower than PG&E rates for residential, commercial, industrial and systems users. Based on this comparison, the Utility is providing adequate service to Lodi residents for rates that are fair and reasonable.

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<sup>2</sup> City of Lodi, 2007, *2007-2008 Financial Plan and Budget*.

**TABLE 7-1 COMPARISON OF EXPECTED 2007 UTILITY RATES (CENT/KWH)**

	Residential	Commercial	Industrial	System
Lodi Electric Utility	15.76	13.58	8.55	13.35
PG&E	16.44	15.66	12.93	14.87
Lodi Utility rates as percent of PG&E rates	95.9%	86.7%	66.1%	89.8%

Source: Lechner, Rob, Lodi EUD. Personal communication with Peter Pirnejad, City of Lodi and Isby Swick, DC&E. November 5, 2007.

### ***C. Determination***

The City of Lodi sets rates and fees for water, wastewater and electricity. The City's Finance Department is responsible for reviewing, analyzing and evaluating financial policies and procedures. The installation of water meters and implementation and exploration of an Energy Cost Adjustment evidence the City's commitment to minimizing rates charged to customers for utilities and public services. In addition, the comparative electricity rates shown in Table 7-1 show that Lodi Electric Utility is charging fair and reasonable rates to customers.

The City reviews the fees it charges for water and wastewater on an annual basis to ensure that adequate services are provided in a cost effective manner. Currently, fixed rates for water and wastewater are established for single-family and multi-family residential units, and flat rates for commercial and industrial customers are based on meter size. Installation of water meters, in accordance with Assembly Bill 2572, will enable the City to charge water customers based on actual use, which is expected to result in a 15 percent reduction in water demand.<sup>3</sup> Increased water rates for 2006-2007 and 2007-2008 are helping to cover the cost of PCE/TCE contamination.

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<sup>3</sup> RMC, 2006, *City of Lodi 2005 Urban Water Management Plan*, March.

## 8 OPPORTUNITIES FOR SHARED FACILITIES

Currently, the City of Lodi provides the appropriate level of fire protection, police, public services (schools, libraries, and transportation), water, sewer, stormwater, and energy in a cost effective manner within the City limits. In a few cases, the City provides services to areas outside the City limits. The Lodi Unified School District provides service to Lodi, North Stockton, and the unincorporated communities of Acampo, Clements, Lockeford, Victor and Woodbridge.

The focus of this section is to identify opportunities for reducing overall costs and improving services by sharing facilities and resources. The following outlines existing and potential opportunities for the City of Lodi to share facilities and resources.

### ***A. Background***

The City has already identified opportunities for reducing overall costs and/or meeting General Plan goals through sharing facilities with other agencies and establishing multi-use facilities.

#### **1. Police Department Headquarters**

The recently completed Police Facility located at 215 West Elm Street includes 51,000 square feet for police and jail services, and 8,000 square feet for future use by the San Joaquin County Superior Court.<sup>1</sup> The Lodi Police Department has occupied the facility since construction was completed in February, 2004. The San Joaquin County Superior Court is expected to occupy the facility by January, 2008.

#### **2. Water Supply and Distribution**

The City's contract with the Woodbridge Irrigation District (WID) to provide surface water to supplement groundwater supply will enable the City to meet future water demand using local sources. The 40-year contract, which was initiated in 2003, is for 6,000 acre-feet per year (AFY) of untreated surface water from the Mokelumne River. Under this agreement, the City can bank up to 18,000 acre-feet (AF) (or a three-year supply) of water. As discussed in Chapter 3, the City is currently exploring options for utilizing this water supply.

#### **3. Wastewater Treatment**

The City of Lodi has agreed to provide wastewater treatment services to Flag City, a county service area located 4 miles west of the City at the intersection of Highway

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<sup>1</sup> City of Lodi Police Department, <http://www.lodi.gov/police/index.htm>, accessed on July 31, 2007.

12 and Interstate 5. Flag City currently has a secondary treatment facility that is in need of major upgrades. Under this agreement, service will be provided to area within the existing Flag City service district. Service provided to areas outside the existing Flag City service district will be subject to negotiations. Additional service to new development within the existing Flag City service district is subject to the review and comment by the City. Flag City must comply with a Discharge Permit issued by the City, and is not to exceed 0.19 million gallons per day (mgd) annual average wastewater volume. Wastewater volume may be increased to 0.21 mgd if a tax sharing agreement is negotiated with the City. Flag City will be responsible for the infrastructure costs to establish a connection to the wastewater treatment facility, and will pay capacity and administration charges to the City.<sup>2</sup>

#### **4. Stormdrain System**

The City has an agreement with the Woodbridge Irrigation District (WID) to release stormwater into the WID canal. This 40-year agreement, referred to as the Storm Drainage Discharge Agreement, allows the City to discharge a maximum of 160 cubic feet per second (cfs) in the summer and 40 cfs in the winter into the WID canal. The agreement also grants the City the right to modify existing Beckman and Shady Acres pump stations and to construct additional discharge points.

#### **5. Combined Stormwater Basins and Parks**

The City has six parks that provide recreational opportunities for the community in addition to serving as stormwater detention basins. Three additional parks/basins are planned for the City. Table 8-1 describes these existing and planned parks/basins in further detail.

### ***B. Determination***

The City of Lodi has existing and planned shared facilities, both within the City and through relationships with other service providers, including San Joaquin County. These shared facilities include the Lodi Police Department Headquarters that will house the San Joaquin County Superior Court, the City's contracts with the Woodbridge Irrigation District (WID) for surface water from the Mokelumne River and use of the WID canal for stormwater drainage, the City's agreement to provide wastewater treatment services to Flag City, and combination stormwater basins and parks.

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<sup>2</sup> Memorandum of Understanding, County Service Area No. 31- "Flag City" Domestic Waste Connection (A-07-234), March 27, 2007.

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Multiple planning processes are in place to identify future opportunities for shared facilities that will improve levels of service in a cost effective manner, and contribute to meeting General Plan goals. These planning processes include the City's annual budgeting process; and planning processes for utilities (e.g. water services, wastewater services, electric utility) and for fire and law enforcement services.

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TABLE 8-1 SHARED DETENTION BASIN AND PARK FACILITIES

Description/ Park Amenities	
<b>Existing Park/Basin</b>	
A-1, Kofu	Baseball fields, tennis and basketball courts, skate park, picnic area, restrooms
A-2, Beckman	Baseball and soccer fields, dog area, play area, picnic area, restrooms
B-1, Vinewood	Baseball and soccer fields, dog area, restrooms
B-2, Graves	Baseball and soccer fields, play area, picnic area, restroom
D, Salas	Baseball and soccer fields, play area, picnic area, restroom
E, Peterson	Baseball and soccer fields, inline hockey, tennis and basketball courts, play area, picnic area, restroom
<b>Planned Basins</b>	
C, Pixley	Approved Community Park
F (at Kettleman)	
F (near Tokay)	
G, DeBenedetti	Approved Community Park

Source: City of Lodi Stormwater Management Program, 2003, Table 5-3; [http://www.lodi.gov/parks\\_rec/PDF/FacilityLocations.pdf](http://www.lodi.gov/parks_rec/PDF/FacilityLocations.pdf), accessed August 16, 2007.

## 9 GOVERNMENT STRUCTURE OPTIONS

This section considers the benefits and constraints of the Lodi government structure in regards to the provision of public services.

### *A. Background*

The City has implemented successful mergers and continues to explore opportunities to work with other service providers. The Lodi Unified School District (LUSD) is an example of a successful merger. The district was created by the merging of 18 elementary districts and the Union High School District in 1996, using the old Lodi Union High School District boundaries that had been established in 1922. LUSD now employs over 3,000 people and has successfully obtained over \$100,000,000 in State bond funds for construction and renovation of school facilities over the last 12 years.<sup>1</sup> As the district boundaries include all area within the City's SOI, annexation of parcels by the City will not significantly impact LUSD.

As discussed in Chapter 6, the City is studying the potential to provide contract services for the Woodbridge Fire District and employ all firefighters currently employed by Woodbridge Fire District, in order to enhance the level of service provided to areas currently in the Woodbridge Fire District.

The City of Lodi is run by an elected City Council that answers to the public through the ballot process. The structure of Lodi's government is discussed in further detail in Chapter 11. As the City annexes the properties discussed in this document, it will assume responsibility for providing a wide range of services to the annexed areas. In some cases, annexation will result in the availability of services that were not previously available.

### *B. Determination*

Since the City of Lodi is an incorporated city, the City Council will make final decisions concerning fee structures and provision of services. As discussed in previous chapters, the City of Lodi reviews its fee structures on a regular basis. The City's General Plan also has numerous goals, objectives, policies and actions to ensure

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<sup>1</sup> Lodi Unified School District, [http://www.lodiUSD.net/index.php?option=com\\_search&Itemid=5&searchword=district+map&submit=Search&searchphrase=all&ordering=newest](http://www.lodiUSD.net/index.php?option=com_search&Itemid=5&searchword=district+map&submit=Search&searchphrase=all&ordering=newest), accessed August 28, 2007.

that adequate services are provided in a cost effective manner to accommodate new growth.

The City has demonstrated the ability to work with other service providers and districts to ensure that adequate services are provided in a cost effective manner. Efforts to ensure effective government structure for the provision of schools, fire protection, and water supply demonstrate the City's foresight to plan for future service needs as City boundaries expand due to annexations and population increases. Assuming the City continues to evaluate existing government structure and seek opportunities for improvement, no significant barriers are expected in regards to government structure during the five-year sphere horizon.

The City has implemented successful mergers and continues to explore opportunities to work with other service providers. Since the merging of 18 elementary school districts and the Union High School District in 1996 to form LUSD, the district has obtained over \$100,000,000 in State bond funds for construction and renovation of school facilities. The City is currently exploring the potential to contract services for the Woodbridge Fire District. These efforts demonstrate the City's efforts to work with other districts to provide cost efficient, high level service within the City and its SOI.



## 10 EVALUATION OF MANAGEMENT EFFICIENCIES

Efficiently managed entities consistently implement plans to improve service quality while containing costs.<sup>1</sup> The purpose of this section is to evaluate the City of Lodi's functions, operations, and practices as they pertain to the ability of the City to provide quality services to meet current and future demand.

### ***A. Background***

The City of Lodi undertakes long-range planning programs to better plan and budget for needed improvements to services and facilities. For example, the City is currently updating the General Plan, which will provide a baseline for other planning documents.

The Land Use and Growth Element and Health and Safety Element of the City's 1991 General Plan include implementation programs which outline schedules for service review, as summarized in Table 10-1. The timeframe for service reviews ranges from annual to every ten years.

The City's annual budgeting process is used to balance expenditures for provision of needed services with anticipated revenue. During this process, the City analyzes the need for City staffing, equipment and facilities for the following year, and department heads are encouraged to continually explore methods to minimize the cost for services while maintaining a high level of service. The annual budget is used as a planning tool by the City.

### ***B. Determination***

The update processes for the General Plan and the annual City Budget and regular service reviews will ensure that the City of Lodi continues to provide adequate levels of service in a cost-effective manner within its service area. The City is currently engaged in a General Plan Update process that will set baseline for other planning documents. The City's annual budgeting process balances service expenditures and analyzes the need for City staffing, equipment and facilities for the following year.

General Plan implementation programs outline schedules for review of capital improvement programs and fee ordinances for funding infrastructure improvements.

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<sup>1</sup> San Joaquin LAFCo, 2007, *Policies and Procedures*, July.

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Implementation programs also provide schedules for updating the City's Water Master Plan, Wastewater Management Plan, and Drainage Master Plan. Time-frames for service reviews ranges from annual to every ten years.

These long-term planning processes for the City of Lodi are contributed to by city departments and community input. The City will continue to use these processes to ensure management effectiveness, and to meet goals established by the General Plan.

**TABLE 10-1 SCHEDULE FOR SERVICE REVIEW**

<b>Task</b>	<b>Responsibility</b>	<b>Time Frame</b>
5-year capital improvement programs that identifies and sets priorities for water, wastewater, and drainage improvements	City Council Public Works Department	Annual
Water Master Plan Update	City Council Public Works Department	Every 5-10 years
Wastewater Management Plan Update	City Council Public Works Department	Every 5-10 years
Drainage Master Plan Update	City Council Public Works Department	Every 5-10 years
Review fee ordinance for funding needed for water, wastewater drainage, and other improvements	City Council Public Works Department	Every 5 years
Review of fee ordinance to provide funding for capital improvements and equipment for fire and police protection	City Council Fire Department Police Department Public Works Department	Periodic

Source: City of Lodi General Plan, Land Use and Growth Management Element and Health and Safety Element, 1991.

## 11 LOCAL ACCOUNTABILITY AND GOVERNANCE

This section assess the level of accountability provided by the City of Lodi to those it serves, focusing on the public accessibility and level of public participation offered in regards to the operation of the City.

### *A. Background*

The City of Lodi was incorporated on December 6, 1906. The City of Lodi is a General Law city that operates under the City Council/City Manager form of municipal government with 458 employees budgeted for 2007-2008. This general law format allows for citizens to elect a governing body that will set policy, pass ordinances and resolutions, and approve fiscal spending.

The City of Lodi has five elected officials. The City Council consists of the Mayor (Mayor Pro Tempore) and three council members and is the City's governing body having primary responsibility for enacting legislation and policies. The City also has an elected City Treasurer. The Mayor is elected by fellow council members on an annual basis, and City Council Members are elected for four-year terms. However, there are no term limits for the Mayor or City Council Members. Regular City Council meetings are held on the first and third Wednesday of every month at 7:00 p.m. at the Carnegie Forum, located at 305 W. Pine Street. Council meetings are broadcast live on SJTV Channel 26 and rebroadcast the following Friday at 3:00 p.m. In addition to council meetings, informational sessions ("Shirtsleeve sessions") are held most Tuesdays at 7:00 a.m., also at Carnegie Forum.

The City Council appoints a seven member Planning Commission, of which each member serves a four-year term. Established by State law, the primary function of the Planning Commission is to ensure that proposed developments meet the City's environmental and technical standards. The Commission is responsible for holding public hearings that elicit public comment on development plans. The Commission meets the second and fourth Wednesday of every month at 7:00 p.m., also at the Carnegie Forum.

The City of Lodi has additional boards, commissions and committees that advise the City Council. Registered voters of San Joaquin County are invited by the City to apply for positions on boards, commissions and committees as they become available.

The official City Council meeting agenda is posted at least 72 hours before regular meetings and at least 24 hours before special meetings, according to Government

Codes SS54954.2 and 54956. The official City of Lodi posting location is at the Lodi Carnegie Forum, located at 305 W. Pine Street, where it is available to the public 24 hours a day. Additional posting locations include Lodi City Hall and the City Clerk's Office, both located at 221 W. Pine Street, and at the Lodi Public Library, located at 201 W. Locust Street. Agendas are also posted on the City's website.

City Council Guidelines allow for public comment during City Council meetings for both agenda and non-agenda items. However, public comment time for non-agenda items is limited to five minutes (Council Guideline #1). The public may contact the City Council via written correspondence, including e-mail, or verbal correspondence (voice mail). Written correspondence sent to the any member of the City Council by a member of the public is forwarded to the Mayor, each Council Member, the City Manager, City Attorney, and any affected Department Heads (Council Guideline #2).

City Hall, the primary location for City administrative function, is located at 221 West Pine Street and is open from 8:00 a.m. to 5:00 p.m., Monday through Friday. The City provides its residents with information on City policy and upcoming opportunities for public involvement on its website and on SJTV Channel 26. In addition, residents are notified as required by law for public hearings.

The City prepares annual reports according to State and federal regulations on General Plan implementation process, water quality, growth (for the Department of Finance), and Community Development Block Grant (CDBG) implementation. These reports are available to the public for review and comment.

### ***B. Determination***

The City of Lodi is a General Law city that operates under the City Council/City Manager form of municipal government, and therefore residents of Lodi are offered a range of opportunities to oversee the activities of elected, appointed and paid representatives responsible for the provision of public services to the community through elections, publicized meetings and hearings, as well as through the reports completed in compliance with State and Federal reporting requirements. The City's website provides up-to-date public access to meeting agendas, service departments, documents for public review, and other resources. Annual City reports on General Plan implementation process, water quality, growth), and Com-

munity Development Block Grant (CDBG) implementation are also made available for public review and comment.

The City has five elected officials, including the mayor and four council members, and holds council meetings twice a month. Additional informal sessions are held every week. Council guidelines allow for limited public comment during City Council meetings. The resident-elected City Council appoints a Planning Commission, which ensures that proposed developments meet the City's environmental and technical standards. The Commission elicits public comment on development plans during Public Hearings held twice each month. Additional boards, commissions and committees advise the City Council.

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## 12 REFERENCES

### ***A. Documents***

City of Lodi, 2007, 2007-2008 Financial Plan and Budget.

City of Lodi, Annual Water Quality Report for 2006, April 2007,  
[http://www.lodi.gov/public\\_works/pdf/water\\_report06.pdf](http://www.lodi.gov/public_works/pdf/water_report06.pdf), accessed on  
August 6, 2007.

City of Lodi Council Communication, May 4, 2005, Agenda Item E-18: “Adopt a  
resolution approving Agreement for Property Tax Allocation...”

Colton/Bridges Associates, October 20, 2004, *City of Lodi 2003-2009 Housing  
Element*.

City of Lodi Department of Public Works, July 1, 2007, Fee and Service Charge  
Schedule.

Corely, Rob, 2006, *School Infrastructure Master Plan for the Lodi Unified School District*,  
June 20.

Cotton/Bridges Associates, 2004, *City of Lodi 2003-2009 Housing Element*, October  
20.

Jones and Stokes Associated, Inc, 1991, *City of Lodi General Plan Policy Document*,  
June 12.

Lodi Fire Department, 2005, *Lodi Fire Department Strategic Plan*, April.

LSA Associates, Inc., 2006, *Public Review Draft of the Lodi Annexation Environmental  
Impact Report*.

Memorandum of Understanding, County Service Area No. 31, “Flag City”  
Domestic Waste Connection (A-07-234), March 27, 2007.

RMC, 2006, *City of Lodi 2005 Urban Water Management Plan*, March.

West Yost and Associates, 2005. Water Implementation Study: Technical  
Memorandum No. 1, May 23.

West Yost and Associates, 2001, *City of Lodi Wastewater Master Plan*, January 15.

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REFERENCES

West Yost and Associates, 2006, *City of Lodi Water Pollution Control Facility Existing Conditions Report*, September.

Willdan, 2006, *Reynolds Ranch Project Final Environmental Impact Report*, State Clearing House Number 2006012113, August.

**B. Websites**

California Department of Finance, E-1 City/County Population Estimates, 2007, <http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E1/E-1text.asp>, accessed on August 16, 2007.

City of Lodi Department of Finance, Revenue Summary, <http://www.lodi.gov/finance/pdf/revsum.pdf>, accessed on August 17, 2007.

City of Lodi Fire Department Operations: [http://www.lodi.gov/fire\\_department/operations/operations.html](http://www.lodi.gov/fire_department/operations/operations.html), accessed July 31, 2007.

City of Lodi Police Department, <http://www.lodi.gov/police/index.htm>, accessed on July 31, 2007.

City of Lodi Transit, <http://www.lodi.gov/transit/introductions.html>, accessed on August 6, 2007.

Grape Line, <http://www.lodi.gov/transit/introductions.html>, accessed on August 6, 2007.

Lodi Unified School District, [http://www.lodiusd.net/index.php?option=com\\_search&Itemid=5&searchword=district+map&submit=Search&searchphrase=all&ordering=newest](http://www.lodiusd.net/index.php?option=com_search&Itemid=5&searchword=district+map&submit=Search&searchphrase=all&ordering=newest), accessed August 28, 2007.

Northeastern San Joaquin County Groundwater Banking Authority, <http://www.gbawater.org>, accessed on August 5, 2007.

SJCOG Population Projections, April, 2004, Prepared by Kai-yan Lee, <http://www.sjcog.org/docs/pdf/RFC%20Projections.pdf>, accessed on



August 22, 2007.

U.S. Census, <http://quickfacts.census.gov/qfd/states/06/0642202.html>, accessed August 2, 2007.

California Tax Data, [www.mello-roos.com/pdf/mrpdf.pdf](http://www.mello-roos.com/pdf/mrpdf.pdf), accessed on October 9, 2007.

### ***C. GIS Data***

GIS data was obtained from the City of Lodi.

DC&E supplemented GIS data provided by the City with necessary modifications to existing shapefiles and creation of new shapefiles.

### ***D. Personal Communications***

Hatch, Randy, Community Development Director, City of Lodi. Email correspondence with Isby Swick, DC&E, August, 24, 2007.

Pirnejad, Peter, Planning Manager, City of Lodi. Personal communication with Isby Swick, DC&E, September 6, 2007.

Lechner, Rob, Lodi EUD. Personal communication with Peter Pirnejad, City of Lodi and Isby Swick, DC&E, November 5, 2007.

Sandelin, Wally, Department of Public Works, City of Lodi. Personal communication with Isby Swick, DC&E, August 7, 2007.

Sandelin, Wally, Department of Public Works, City of Lodi. Written communication with Isby Swick, DC&E, September 24, 2007.

Swimley, Charles, Water Services Manager, City of Lodi. Written communication with Isby Swick, DC&E, October 11, 2007.

**RESOLUTION NO. P.C. 07-33**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI RECEIVING THE PROPOSED MUNICIPAL SERVICES REVIEW, AND RECOMMENDING THAT THE LODI CITY COUNCIL ACCEPT THE STUDY AND FORWARD IT TO THE SAN JOAQUIN LAFCO FOR ADOPTION.**

- WHEREAS,** the Planning Commission of the City of Lodi has heretofore held a duly noticed public meeting to review the proposed Municipal Services Review; and
- WHEREAS,** The State of California 2000 Cortese-Knox-Hertzberg requires each Local Area Formation Commission (LAFCO) to prepare service reviews prior to establishing or updating Spheres of Influence (SOI); and
- WHEREAS,** the San Joaquin LAFCO has interpreted this ruling to be a burden of each individual city within the County; and
- WHEREAS,** the cities are therefore charged by the San Joaquin LAFCO to complete their respective MSR in time for the San Joaquin LAFCO to adopt their County Wide MSR prior to the end of the 2007 calendar year; and
- WHEREAS,** if cities fail to do so then it could affect their ability to amend their SOI and potentially annex new land into their corporate boundaries until they do; and
- WHEREAS,** The proposed MSR is required by State statutes and San Joaquin LAFCO policies to demonstrate that the City's planning boundaries can adequately be served by various City services such as, Fire Protection and Emergency Medical Services, Law Enforcement, Water Supply and Treatment, Wastewater Collection and Treatment, Stormwater Drainage, Electrical Utility, and Public Services; and
- WHEREAS,** staff has represented to the Planning Commission that the proposed Municipal Services Review meets the state and LAFCO requirements

Based upon the evidence in the staff report and project file, the Planning Commission makes the following findings:

1. The proposed Municipal Services Review (MSR) is an informational document used for future actions that LAFCO or the City have not approved, adopted or funded, it is considered to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA Guidelines. A notice of exemption pursuant to CEQA will be prepared by LAFCO.
2. The MSR is consistent with the City General Plan and Zoning Ordinance.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi hereby receives the proposed Municipal Services Review and recommends that the City Council accept this MSR and forward it to San Joaquin LAFCO for adoption.

I hereby certify that Resolution No. 07-33 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on October 24, 2007, by the following vote:

AYES: Commissioners: Cummins, Kirsten, Kiser, Kuehne, White and Chair Mattheis

NOES: Commissioners:

ABSENT: Commissioners: Hennecke

ATTEST:

  
Secretary, Planning Commission

RESOLUTION NO. 2007- \_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
ACCEPTING THE PROPOSED MUNICIPAL SERVICES  
REVIEW AND FORWARDING IT TO THE SAN JOAQUIN  
LAFCO FOR ADOPTION

=====

WHEREAS, the Lodi City Council has heretofore held a duly noticed public meeting to review the proposed Municipal Services Review; and

WHEREAS, the State of California 2000 Cortese-Knox-Hertzberg Act requires each Local Area Formation Commission (LAFCO) to prepare service reviews prior to establishing or updating spheres of influence (SOI); and

WHEREAS, the San Joaquin LAFCO has interpreted this ruling to be a requirement of each individual city within the County; and

WHEREAS, the cities are therefore charged by the San Joaquin LAFCO to complete their respective MSR in time for the San Joaquin LAFCO to adopt their County Wide MSR prior to the end of the 2007 calendar year; and

WHEREAS, if a City fails to do so then it could affect that City's ability to amend their SOI and potentially affect the annexation of new land into their corporate boundaries until they do; and

WHEREAS, the proposed MSR is required by State statutes and San Joaquin LAFCO policies to demonstrate that the City's planning boundaries can adequately be served by various City services such as, Fire Protection and Emergency Medical Services, Law Enforcement, Water Supply and Treatment, Wastewater Collection and Treatment, Storm water Drainage, Electrical Utility, and Public Services; and

WHEREAS, staff has determined that the proposed Municipal Services Review is an informational document that may be used for future actions of LAFCo or the City of Lodi and that the document meets State and LAFCO requirements; and

WHEREAS, the MSR is considered to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA Guidelines. A notice of exemption pursuant to CEQA will be filed by LAFCO.

WHEREAS, the MSR is consistent with the City's General Plan and Zoning Ordinance; and

WHEREAS, the Planning Commission reviewed and considered the MSR on October 24, 2007 and recommended that the City Council accept it and forward it to LAFCO.

NOW THEREFORE BE IT RESOLVED that, the Lodi City Council hereby accepts this MSR and directs that it be forwarded to the San Joaquin LAFCO for adoption.

Dated: November 21, 2007

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I hereby certify that Resolution 2007-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held on November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$104,651.49).

**MEETING DATE:** November 21, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

**RECOMMENDED ACTION:** That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement Litigation in the total amount of \$99,966.81, and various other cases being handled by Outside Counsel in the amount of \$4,684.68.

**BACKGROUND INFORMATION:** Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation and various other matters that are currently outstanding and need to be considered for payment.

### Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct. Amount
8001	105040	Oct. 2007	General Advice	496.82
8003	105041	Oct. 2007	Hartford v. Col	3,826.63
8008	105077	Oct. 2007	City of Lodi v. Envision	93,848.50
Total				<u>\$98,171.95</u>

### Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323	Water Acct.
11233.026	235371	10/25/07	Lodi First v. City of Lodi	619.71	
11233.027	235371	10/25/07	Citizens for Open Government v.	1,016.25	
11233.028	235371	10/25/07	Personnel and Employment	1,275.35	
11233.029	235371	10/25/07	AT&T v. City of Lodi	1,702.87	
11233.030	235371	10/25/07	Water Supply Issues-Not Pce Related		70.50
Total				<u>4,614.18</u>	<u>\$70.50</u>

### MISCELLANEOUS

Invoice No.	Date	Description	Water Account Amount
1362530-110	Oct. 2007	JAMS Mediation Services	772.95
61008	Oct. 2007	Mason Investigative Group	1,021.91
			<u>\$1,794.86</u>

APPROVED: \_\_\_\_\_

Blair King, City Manager

**FISCAL IMPACT:** Expenses in the amount of \$4,614.18 will be paid out of the General Fund and \$1,635.96 billed to Walmart for City's defense of the Lodi First litigation and Citizens for an Open Government. The remaining expenses will be paid out of the Water Fund.

**FUNDING AVAILABLE:**

Water Fund	\$100,037.31
General Fund	\$ 4,614.18

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Stephen Schwabauer, City Attorney

Approved: \_\_\_\_\_  
Kirk Evans, Budget Manager



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Consideration of Adjustment to City Clerk Employment Agreement

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Randi Johl, City Clerk


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**RECOMMENDED ACTION:** Consider adjustment to City Clerk employment agreement.

**BACKGROUND INFORMATION:** This matter was previously agendized and discussed in Closed Session pursuant to the Brown Act. At the request of the City Council, the item has been agendized for open session.

**FISCAL IMPACT:** Unknown

**FUNDING AVAILABLE:** General Fund

  
\_\_\_\_\_  
Randi Johl  
City Clerk

Attachments

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**APPROVED:**  Blair King, City Manager

## Salary Survey Comparison – City Clerk

October 15, 2007

<u>No.</u>	<u>City</u>	<u>Title</u>	<u>Elected/Appointed</u>	<u>Low</u>	<u>High</u>
1	Manteca	City Clerk	Appointed	8538	10,385
2	Stockton	City Clerk	Appointed	7753	9954
3	Visalia	City Manager / City Clerk	Appointed	15,530*	15,530*
4	Modesto	City Clerk	Appointed	7262	9078
5	Tracy	City Clerk	Elected	6756* **	6756* **
6	Woodland	City Clerk	Appointed	6256	8031
7	Roseville	City Clerk	Appointed	8143	10,913
8	Clovis	City Clerk	Appointed	8176	11,500
9	Chico	City Clerk	Appointed	4528	5434
10	Vacaville	City Clerk	Elected	6456**	7846**
11	Merced	City Manager / City Clerk	Appointed	10,083*	10,083*
12	Fairfield	City Clerk	Elected	5456**	6631**
13	Redding	City Clerk	Elected	5230**	7975**
14	Davis	City Clerk	Appointed	7011	8522
15	Turlock	City Clerk	Appointed	9884*	9884*

\* No range, salary determined individually determined.

\*\* Elected city clerks, additional stipends and/or reimbursements may apply.





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1804 Entitled, “An Ordinance of the Lodi City Council Adopting the ‘2007 California Building Code,’ Volumes 1 and 2; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.04 in its Entirety”

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1804.

**BACKGROUND INFORMATION:** Ordinance No. 1804 entitled, “An Ordinance of the Lodi City Council Adopting the ‘2007 California Building Code,’ Volumes 1 and 2; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.04 in its Entirety,” was introduced at the regular City Council meeting of November 7, 2007.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov’t Code § 36934.***

Ordinances take effect 30 days after their final passage. ***Cal. Gov’t Code § 36937.***

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/jmp

Attachment

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

ORDINANCE NO. 1804

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING  
THE "2007 CALIFORNIA BUILDING CODE," VOLUMES 1 AND 2;  
THEREBY, REPEALING AND RE-ENACTING LODI MUNICIPAL  
CODE CHAPTER 15.04 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.04, "Building Code," is hereby repealed in its entirety and reenacted to read as follows:

Chapter 15.04

Building Code

- 15.04.010 Adoption.
- 15.04.020 CBC Appendix Chapter 1 (Board of Appeals).
- 15.04.030 CBC Appendix Chapter 1 (Building Permit Fees and Valuation).
- 15.04.035 Fee Schedule.
- 15.04.040 Special Inspections – Downtown Business District.
- 15.04.050 Repetitive Submittals (Master Plans).
- 15.04.060 Violation – Misdemeanor.

15.04.010 Adoption

The provisions set forth in the 2007 California Building Code, Volumes 1, 2, including Appendix Chapter 1 Administration, Appendix I, J, and A1 thereto, are hereby adopted as the Building Code of the City of Lodi. The Building Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2007 California Building Code," Volumes 1, 2, and appendixes thereto.

15.04.020 CBC Appendix Chapter 1 (Board of Appeals)

Sec.112.1 - In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a board of appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the board shall be valid unless a majority of the full board shall concur therein.

The board of appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.04.030 CBC Appendix Chapter 1 (Building Permit Fees and Valuation)

Sec. 108.1. Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Section 108.2. The determination of value or valuation under any of the provisions of this Chapter shall be made by the Building Official and shall be based of the latest building valuation data as printed in the Building Safety Journal, published by the International Code Council, 5360 South Workman Mill Road, Whittier, CA 90601. The valuation to be used in computing the permit and plan check fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent work or permanent equipment.

EXCEPTION: The Building Official shall determine the valuation when no applicable data is available in Building Safety Journal.

15.04.035 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.04.040 Special Inspections – Downtown business district

- A. Notwithstanding any other provision of this Chapter, special inspection fees required to determine compliance with this Chapter for all buildings and structures located within the area designated by Lodi Municipal Code Section 13.12.195(B) as the “downtown business district” are waived.
- B. The City Council finds and declares that the waiver of special inspection fees is taken to protect and preserve a crucial part of City’s economy and to preserve a portion of the City’s heritage by offering incentives for businesses to locate, relocate, or expand existing commercial uses within the downtown “business district.”

15.04.050 Repetitive submittals (Master Plans)

- A. Fees for the repetitive submittals of Master Plans shall be as follows:
  - 1. Original plan: 100% of building permit fee, plus 10%.
  - 2. Subsequent plans: 25% of building permit fee.
  - 3. City’s Building Code (Chapter 15.04) is subject to review and adoption every three years; as such, Master Plans expire upon adoption of City’s new Building Code.

15.04.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.

- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.04.060 (B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least 30 days after the passage of this ordinance.

Approved this 21<sup>st</sup> day of November, 2007

\_\_\_\_\_  
BOB JOHNSON  
Mayor

Attest:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1804 was introduced at a regular meeting of the City Council of the City of Lodi held November 7, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1804 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

\_\_\_\_\_  
RANDI JOHL  
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER

By: \_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1805 Entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Mechanical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.08 in its Entirety"

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1805.

**BACKGROUND INFORMATION:** Ordinance No. 1805 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Mechanical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.08 in its Entirety," was introduced at the regular City Council meeting of November 7, 2007.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/jmp

Attachment

---

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

ORDINANCE NO. 1805

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING  
THE "2007 CALIFORNIA MECHANICAL CODE"; THEREBY,  
REPEALING AND RE-ENACTING LODI MUNICIPAL CODE  
CHAPTER 15.08 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.08, "Mechanical Code," is hereby repealed and reenacted in its entirety to read as follows:

Chapter 15.08

Mechanical Code

- 15.08.010 Adoption.
- 15.08.020 Mechanical Permit Fees.
- 15.08.025 Fee Schedule.
- 15.08.030 Installation.
- 15.08.040 Violation – Misdemeanor.

15.08.010 Adoption

The provisions set forth in the "2007 California Mechanical Code," together with appendix Chapter 1 Administration and all other appendix thereto, are hereby adopted as the Mechanical Code of the City of Lodi. The Mechanical Code of the City of Lodi shall apply to all matters pertaining to erection, installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of any heating, ventilation, comfort cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances; to the issuance of permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2007 California Mechanical Code," together with the appendixes thereto, within the City of Lodi.

15.08.020 Mechanical Permit Fees

A fee for each mechanical permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.08.025 Fee Schedule

The schedule of Mechanical Permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.08.030 Installation

Section 304.1 Installation. The California Mechanical Code adopted in Section 15.08.010, is amended to read as follows:

Section 304.1. 2. Location of heating and cooling equipment. Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side yard setback as defined by the City of Lodi Zoning Ordinance for residential zonings.

- A. It shall be unlawful for any person, to erect, install, alter, repair, relocate, add to, replace, use, or maintain heating, ventilating, comfort cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provision of this Chapter. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this Code if installed after effective date of this Chapter, shall constitute a continuing violation of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.08.040 (B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2 – No Mandatory Duty of Care.      This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside if the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3 – Severability.      If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4.      All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5.      This ordinance shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least 30 days after passage of this ordinance.

Approved this 21<sup>st</sup> day of November, 2007

---

BOB JOHNSON  
Mayor

Attest:

---

RANDI JOHL  
City Clerk



State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1805 was introduced at a regular meeting of the City Council of the City of Lodi held November 7, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1805 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

---

RANDI JOHL  
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER

By: \_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1806 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Electrical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.16 in its Entirety"

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1806.

**BACKGROUND INFORMATION:** Ordinance No. 1806 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Electrical Code'; Thereby, Repealing and Re-Enacting Lodi Municipal Code Chapter 15.16 in its Entirety," was introduced at the regular City Council meeting of November 7, 2007.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

Randi Johl  
City Clerk

RJ/JMP

Attachment

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

ORDINANCE NO. 1806

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING  
THE "2007 CALIFORNIA ELECTRICAL CODE"; THEREBY,  
REPEALING AND RE-ENACTING LODI MUNICIPAL CODE  
CHAPTER 15.16 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.16, "Electrical Code," is hereby repealed and reenacted in its entirety to read as follows.

Chapter 15.16

Electrical Code

Sections:

- 15.16.010 Adoption.
- 15.16.020 Fees.
- 15.16.025 Fee Schedule.
- 15.16.030 Violation – Misdemeanor.

15.16.010 Adoption

The provisions set forth in the "2007 California Electrical Code" together with Annex G Administration and Enforcement thereto, are hereby adopted as the Electrical Code of the City of Lodi. The Electrical Code of the City of Lodi shall apply to all matters pertaining to the installation, alteration, or addition of electrical wiring, devices, appliances, or equipment in the City of Lodi, California; and the enforcement of the rules and regulations as set forth in the 2007 California Electrical Code and Annex thereto.

15.16.020 Fees

A fee for each electrical permit required by this Code shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.16.025 Fee Schedule

The Schedule of Electrical Permit Fees required by this Chapter will be those established and adopted by the City Council from time to time by Resolution.

15.16.030 Violation – Misdemeanor

- A. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any electrical wiring, devices, appliances or equipment or permit the same to be done in violation of this Chapter.

- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.16.030 (B) above, City may at its sole discretion, seek to enforce its Building Code under Chapter 1.10 of this Code.

Section 2 - No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3 – Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the “Lodi News Sentinel,” a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least 30 days after the passage of this ordinance.

Approved this 21<sup>st</sup> day of November, 2007

---

BOB JOHNSON  
Mayor

Attest:

---

RANDI JOHL  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1806 was introduced at a regular meeting of the City Council of the City of Lodi held November 7, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 21, 2007, by the following vote:

AYES:	COUNCIL MEMBERS –
NOES:	COUNCIL MEMBERS –
ABSENT:	COUNCIL MEMBERS –
ABSTAIN	COUNCIL MEMBERS –

I further certify that Ordinance No. 1806 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL  
City Clerk

Approved as to Form:

D. STEVEN SCHWABAUER  
City Attorney, City of Lodi

By \_\_\_\_\_  
JANICE MAGDICH  
Deputy City Attorney



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Ordinance No. 1807 Entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Plumbing Code'; Thereby, Repealing and Reenacting Lodi Municipal Code Chapter 15.12 in its Entirety"

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1807.

**BACKGROUND INFORMATION:** Ordinance No. 1807 entitled, "An Ordinance of the Lodi City Council Adopting the '2007 California Plumbing Code'; Thereby, Repealing and Reenacting Lodi Municipal Code Chapter 15.12 in its Entirety," was introduced at the regular City Council meeting of November 7, 2007.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

Randi Johl  
City Clerk

RJ/JMP  
Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

ORDINANCE NO. 1807

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING  
THE "2007 CALIFORNIA PLUMBING CODE"; THEREBY,  
REPEALING AND REENACTING LODI MUNICIPAL CODE  
CHAPTER 15.12 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.12, "Plumbing Code," is hereby repealed and reenacted to read as follows:

Chapter 15.12

Plumbing Code

- 15.12.010 Adoption.
- 15.12.020 Department Having Jurisdiction.
- 15.12.030 Plumbing Permit Fees.
- 15.12.035 Fee Schedule.
- 15.12.040 Violation – Misdemeanor.

15.12.010 Adoption

The provisions set forth in the "2007 California Plumbing Code" together with Appendix Chapter 1 Administration and enforcement thereof, and all other appendix thereto, are hereby adopted as the Plumbing Code of the City of Lodi. The Plumbing Code of the City of Lodi shall apply to all matters pertaining to plumbing, drainage systems and gas fittings in the City of Lodi.

15.12.020 Department Having Jurisdiction

The Building Division of the Community Development Department and the Building Official or his/her authorized representative shall enforce the provisions of this Chapter and shall have all of the duties and rights of the Administrative Authority as provided in the 2007 California Plumbing Code.

15.12.030 Plumbing Permit Fees

A fee for each plumbing permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.12.035 Fee Schedule

The schedule of plumbing permit fees required by this Chapter will be those established and adopted by City Council from time to time by resolution.

15.12.040 Violation – Misdemeanor

- A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing or permit the same to be done in violation of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.12.040 (B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2 – No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3 – Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation, printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least 30 days after passage of this ordinance.

Approved this 21<sup>st</sup> day of November, 2007

---

BOB JOHNSON  
Mayor

Attest:

---

RANDI JOHL  
City Clerk



State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance 1807 was introduced at a regular meeting of the City Council of the City of Lodi held November 7, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance 1807 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

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RANDI JOHL  
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER

By: \_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1808 Entitled, "An Ordinance Repealing and Reenacting Chapter 15.20 of Title 15 of the City of Lodi Municipal Code Regulating and Governing Fire Prevention and Adopting by Reference a Certain Code Known as the 'California Fire Code, Title 24, California Code of Regulations, Part 9,' Incorporating the 2006 Edition of the International Fire Code and the 2006 Edition of the International Fire Code Standards, as Adopted and Compiled by the International Code Council"

**MEETING DATE:** November 21, 2007

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1808.

**BACKGROUND INFORMATION:** Ordinance No. 1808 entitled, "An Ordinance Repealing and Reenacting Chapter 15.20 of Title 15 of the City of Lodi Municipal Code Regulating and Governing Fire Prevention and Adopting by Reference a Certain Code Known as the 'California Fire Code, Title 24, California Code of Regulations, Part 9,' Incorporating the 2006 Edition of the International Fire Code and the 2006 Edition of the International Fire Code Standards, as Adopted and Compiled by the International Code Council," was introduced at the regular City Council meeting of November 7, 2007.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

Randi Johl  
City Clerk

RJ/JMP  
Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

## ORDINANCE NO. 1808

AN ORDINANCE REPEALING AND REENACTING CHAPTER 15.20 OF TITLE 15 OF THE CITY OF LODI MUNICIPAL CODE REGULATING AND GOVERNING FIRE PREVENTION AND ADOPTING BY REFERENCE A CERTAIN CODE KNOWN AS THE "CALIFORNIA FIRE CODE, TITLE 24, CALIFORNIA CODE OF REGULATIONS, PART 9," INCORPORATING THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE AND THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE STANDARDS, AS ADOPTED AND COMPILED BY THE INTERNATIONAL CODE COUNCIL

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THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

**Section 1.** That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Lodi, being marked and designated as the California Fire Code, 2007 edition, including Chapters 3, 5 and 25 and Appendix Chapters 1, D, E, F and G, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Lodi, in the State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Fire Code on file in the City Clerks office of the City of Lodi are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**Section 2.** There is hereby adopted new Sections 15.20.010 through 15.20.380 of the Municipal Code of the City of Lodi to read in full as follows:

### CHAPTER 15.20 FIRE CODE

**Section:**

<b>15.20.010</b>	<b>Adoption</b>
<b>15.20.020</b>	<b>Enforcement</b>
<b>15.20.030</b>	<b>Definitions</b>
<b>15.20.040</b>	<b>Findings and filings</b>
<b>15.20.050</b>	<b>Open burning</b>
<b>15.20.060</b>	<b>Religious ceremonies</b>
<b>15.20.070</b>	<b>Pallets, palletized packing boxes and bin boxes</b>
<b>15.20.080</b>	<b>Dimensions – Fire Lanes</b>
<b>15.20.090</b>	<b>Surfaces – Fire Lanes</b>
<b>15.20.100</b>	<b>Premises Identification</b>
<b>15.20.110</b>	<b>Hazardous materials management plan box</b>
<b>15.20.120</b>	<b>Public safety radio building amplification system</b>
<b>15.20.130</b>	<b>Gas Meters - Gas service identification</b>
<b>15.20.140</b>	<b>Electrical disconnect</b>
<b>15.20.150</b>	<b>System maintenance – fire protection equipment</b>
<b>15.20.160</b>	<b>Automatic fire extinguishing systems</b>
<b>15.20.170</b>	<b>Sprinkler coverage identification</b>
<b>15.20.180</b>	<b>Fire control room</b>
<b>15.20.190</b>	<b>Fire alarm certification</b>
<b>15.20.200</b>	<b>Opening burning - construction sites</b>
<b>15.20.210</b>	<b>Inside tire storage</b>

<b>15.20.220</b>	<b>Seizure of fireworks</b>
<b>15.20.230</b>	<b>Limits explosive and blasting agents</b>
<b>15.20.240</b>	<b>Manufacturing of fireworks</b>
<b>15.20.250</b>	<b>Locations where aboveground tanks are prohibited – Class I &amp; II liquids</b>
<b>15.20.260</b>	<b>Contract inspector</b>
<b>15.20.270</b>	<b>Fire investigators</b>
<b>15.20.280</b>	<b>Permit fees</b>
<b>15.20.290</b>	<b>Inspection authorized</b>
<b>15.20.300</b>	<b>Revocation</b>
<b>15.20.310</b>	<b>Permits required</b>
<b>15.20.320</b>	<b>Administrative costs - Inspections</b>
<b>15.20.330</b>	<b>Administrative enforcement provisions</b>
<b>15.20.340</b>	<b>Abatement of hazard by fire code official</b>
<b>15.20.350</b>	<b>Structural fires.</b>
<b>15.20.360</b>	<b>Failure to comply</b>
<b>15.20.370</b>	<b>Distribution of fire hydrants</b>
<b>15.20.380</b>	<b>Changes or modifications</b>

#### **15.20.010 Adoption**

The provisions set forth in that portion of the State Building Standards Code that impose substantially the same requirements as are contained in the International Fire Code, 2006 Edition published by the International Code Council, Inc. and California Building Standards Commission with errata, together with those portions of the International Fire Code, 2006 Edition, including Appendixes, The International Fire Code Standards, 2006 Edition, as amended by the International Fire Code Standards, 2006 Edition, published by the International Code Council, Inc., not included in the State Building Standards Code, as modified and amended by this Chapter, are adopted as the Fire Code of the City of Lodi. The Fire Code of the City shall apply in all matters pertaining to storage, handling and use of hazardous substances, materials and devices; and to conditions hazardous to life and property in the use or premises within the City.

#### **15.20.020 Enforcement**

Peace officers and persons employed in such positions are authorized to exercise the authority provided in California Penal Code Section 836.5 and are authorized to issue citations for violation of this Chapter. The following designated employee positions may enforce the provisions of this Chapter by issuance of citations. The designated employee positions are: the City Manager or his or her duly authorized representative, the Fire Chief, the Fire Marshal, Fire Inspectors and all sworn members of the fire department

#### **15.20.030 Definitions**

- a) Whenever the words "International Fire Code" is used in this Chapter, it shall mean the California Fire Code, Title 24, California Code of Regulations, Part 9, incorporating the 2006 Edition of the International Fire Code.
- b) Whenever the word "municipality" is used in the International Fire Code, it shall mean the City of Lodi.

- c) Whenever the words “Chief” or “Fire Code Official” is used in the International Fire Code, they shall mean the Fire Chief or his/her designated representative.

#### **15.20.040 Findings and filings**

The findings of facts in accordance with Health and Safety Code Section 17958.5 are filed separately with the California Building Standards Commission and Lodi City Clerk’s Office.

#### **15.20.050 Open burning**

**Section 307.1 of the California Fire Code is hereby amended to read as follows:**

A person shall not kindle or authorize to be kindled or maintain any outdoor burning within the limits of the City of Lodi, except that this section shall not prohibit those fires that are approved by the Fire Code Official for the following purposes:

- a. The prevention of a fire hazard that cannot be evaded by any other means.
- b. The instruction of public employees in the methods of fighting fire.
- c. The instruction of employees in the methods of fighting fire, when such fire is set, pursuant to permit, on property used for industrial purposes.
- d. The setting of backfires necessary to save life or valuable property pursuant to section 4462 of the Public Resource Code.
- e. The abatement of fire hazards pursuant to Section 13055 of the Health and Safety Code.
- f. Disease or pest prevention, where there is an immediate need for and no reasonable alternative to burning.

Nothing in this section shall be construed as prohibiting open outdoor fires used only for cooking food for human consumption where such use is accomplished in an approved fireplace or barbecue pit, or for recreational purposes in areas approved by the Fire Code Official, provided that the combustible is clear dry wood or charcoal. Approval shall be in accordance with Section 307.1.1 – 307.5 of the California Fire Code.

#### **15.20.060 Religious ceremonies**

**Section 308.3.5 of the California Fire Code is hereby deleted:**

Title 19 of the California Code of Regulations – Public Safety - Section 3.25 (b) supersedes this section thereby making the carrying of hand-held candles illegal.

#### **15.20.070      Pallets, palletized packing boxes and bin boxes**

**Section 315 of the California Fire Code is hereby amended to add the following:**

A permit shall be required to store pallets, palletized packing boxes or bin boxes in excess of 30,000 board feet, in accordance with the following restrictions.

Pallets, palletized packing boxes and bin boxes shall be piled with due regard to stability of piles and in no case higher than 12 feet. Where pallets are piled next to a property line, the distance from the property line shall not be less than one half the pile height and in no case less than 5 feet from the property line.

Exception: Bin boxes may be stacked to a maximum height of 20 feet.

Driveways between and around pallets, bin boxes and palletized packing boxes shall be a minimum of 15 feet wide and maintained free from accumulations of rubbish, weeds, machinery or other articles that would block access or add to the fire hazard. Driveways shall be spaced so a maximum grid of storage is no more than 50 feet by 50 feet.

Pallets, palletized packing boxes, and bin boxes, operating under a permit, shall be enclosed by a suitable fence of at least 6 feet in height, unless storage is in a building.

An approved water supply and fire hydrants capable of supplying the required fire flow shall be provided within 150 feet of all portions of the storage areas in accordance with Section 508, California Fire Code and Lodi Municipal Code 15.20.370.

For permitting purposes one pallet will be calculated as having 25 board feet and palletized packing boxes and bin boxes will be calculated based on average board feet per box.

#### **15.20.080      Dimensions – fire lanes**

**Section 503.2.1 of the California Fire Code is hereby amended to read as follows:**

Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, except for approved security gates in accordance with Section 503.6 of the California Fire Code and an unobstructed vertical clearance of not less than 13 feet 6 inches.

#### **15.20.090      Surface – fire lanes**

**Section 503.2.3 of the California Fire Code is hereby amended to read as follows:**

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall provide a permanent surface of asphalt or concrete installed the full width of all streets, cul-de-sacs and fire lanes.

## **15.20.100 Premises Identification**

**Section 505.1 of the California Fire Code is hereby amended to read as follows:**

### **A. Address Numbers.**

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

The approved minimum size dimensions of the numbers shall be as specified by Table 1.

Where a building is set back from the street or road fronting the property and where addresses may not be clearly identifiable due to distance from the street or roadway, landscape and architectural appendages, or other obstructions, address posting shall be required both at the street driveway serving such building and on the building.

<b>Table 1</b>	
Distance to Building address measured from back of walk.	Size Height
25 Feet	4 inches
26-40 Feet	6 inches
41-55 Feet	9 inches
Over 55 Feet	12 inches

### **B. Address numbers – rear.**

Any business or apartment building which affords vehicular access to the rear through a driveway, alley way or parking lot, shall also display approved identification or address numbers on the rear of the building for such business or apartment building in a location approved by the Fire Code Official.

### **C. Address numbers - multiple dwelling units.**

An approved diagram of the premises which clearly indicates all individual addresses of each unit in the complex shall be erected at the entrance driveways to every multiple dwelling complex having more than one building on the premises or when required by the Fire Code Official.

In addition, the Fire Code Official may require that individual buildings on the premises be identified in an approved manner.

### **D. Premises identification-multiple buildings.**

An approved identification of multiple buildings within an industrial complex shall be required which clearly indicates each individual building in the complex. Identification shall be placed on each building in a size and location, when required by the Fire Code Official, and be visible for responding emergency personnel in an approved manner.

**E. Address numbers - illumination.**

Addressing shall be illuminated at night in all new buildings. Signs shall be internally or externally illuminated. When the luminance or the face of a sign is from an external source, it shall have an intensity of not less than 5.0 foot-candles. Internally illuminated signs shall provide equivalent luminance.

**15.20.110 Hazardous materials management plan box**

**Section 506.3 of the California Fire Code is hereby amended to add the following:**

When a business which handles hazardous materials is required to complete a Hazardous Materials Management Plan (HMMP), the Fire Code Official may require the installation of a secured box at the primary facility entrance or the fire control room which contains a copy of the Hazardous Materials Management Plan. This box shall be waterproof and capable of holding the document in a rolled condition without folding. Other characteristics of the box shall be approved by the Fire Code Official.

Businesses which handle acutely hazardous material as defined in Section 25532 of the Health and Safety Code shall install a Hazardous Material Management Plan Box in accordance with this section.

**15.20.120 Public safety radio building amplification system.**

**Chapter 5 (Fire Service Features) of the California Fire Code is hereby amended to add the following:**

**A. Requirement for approved emergency responder radio coverage in buildings.**

All buildings shall have approved indoor radio coverage for emergency responders. Except as otherwise provided, no person shall erect, construct, change the use of or provide an addition of more than 20 percent to, any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for the City of Lodi radio communications system. Determining the existence of approved radio coverage and the correction of any deficiencies shall be the responsibility of the building owner. Existing buildings, buildings of one or two single family dwellings, or those below minimum areas as determined by the fire code official may be exempted from this requirement by the Fire Code Official.

**B. Approved Radio Coverage.**

Approved radio coverage shall conform to the current standards of the Lodi Fire Department. These standards shall define the acceptable indoor signal levels to provide 90% reliability of the Lodi Public Safety Radio System inside structures. The fire code official may determine exceptions and additions to these standards as required to protect the integrity of the public safety radio system and provide acceptable signal levels in structures critical to public health and safety.



### **C. Indoor Public Safety Radio Enhancement Systems.**

If required by this code, any indoor public safety radio enhancement system must comply with current standards set by the Lodi Fire Department, and the regulations of the Federal Communications Commission. Systems shall be inspected, maintained, and modified as necessary to provide approved emergency responder radio coverage. If changes in FCC regulations or modifications to the Lodi Public Safety Radio System require modifications to a public safety radio enhancement system, the building owner shall make necessary changes to conform to the existing standard.

#### **15.20.130 Gas Meters - Gas service identification**

**Section 603.9 of the California Fire Code is hereby amended to add the following:**

All buildings providing natural gas service through more than one (1) service meter or through multiple service connections shall have individual gas shutoffs identified in a manner approved by the Fire Chief indicating areas or units served.

#### **15.20.140 Electrical disconnect**

**Section 605 of the California Fire Code is hereby amended to add the following:**

All buildings constructed after July 1, 2005, shall have main electrical shut off accessible to the exterior of the structure. This may be accomplished by placing the shut off on the building exterior, an electrical room with a door leading directly to the exterior or a remote electrical (shunt) switch on the building exterior. Breakaway locks are allowable for security.

#### **15.20.150 System maintenance – fire protection equipment.**

**Section 901.7 of the California Fire Code is hereby amended to add the following:**

All individuals or companies installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishers, smoke and heat ventilators, smoke-removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's Office or both.

The authority having jurisdiction shall be notified immediately when a fire protection or detection system or portion thereof is found inoperable.

The authority having jurisdiction shall be notified in writing within 72 hours by the person performing repairs, testing, or maintenance when a fire protection or detection system is not in compliance with applicable codes.

When changes involve shutting off water for a considerable number of sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. Protection shall be restored each night in so far as possible. The Fire Code Official may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station or is a local alarm only, the Fire Code Official may require the system to be disconnected or shunt out the private fire alarm system and/or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the Fire Code Official may require the system to be repaired and written notification to be provided to the Fire Code Official before he or she responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the alarm company having responsibility shall notify the fire dispatch center.

#### **15.20.160 Automatic fire extinguishing systems**

**Section 903 of the California Fire Code is hereby amended to add the following:**

In addition to the requirements specified in Section 903 of the California Fire Code, an automatic sprinkler system shall be installed throughout and maintained in an operable condition regardless of the installation of area separation walls in the following buildings:

- (1) Every building hereafter constructed in which the total floor area is 6,000 square feet or more.
- (2) Every building hereafter constructed of three or more stories as defined in the Uniform Building Code.
- (3) Every building hereafter in which the square footage existing as of September 1, 1997 is increased by 50% and the total square footage of the building exceeds 6,000 square feet.

Exception:

1. Group R, Division 3 occupancies.

#### **15.20.170 Sprinkler coverage identification**

**Section 903 of the California Fire Code is hereby amended to add the following:**

When required by the Fire Code Official, approved signs shall identify the building(s) or portions of building(s) served by a fire department connection and/or riser.

#### **15.20.180 Fire control room**

**Section 903 of the California Fire Code is hereby amended to add the following:**

An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Existing buildings installing automatic fire extinguishing system shall have a fire control room added unless approved by the Fire Code Official or his/her designee for good cause. Fire control room shall contain all system control valves, fire alarm control panels and other fire equipment required by the

Fire Code Official. Fire control rooms shall be located within the building at a location approved by the Fire Code Official, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room.

EXCEPTION: Group R, Division 3 occupancies.

#### **15.20.190 Fire alarm certification**

**Section 907.15 of the California Fire Code is hereby amended to add the following:**

The permittee shall provide a serially numbered certificate from an approved nationally recognized testing laboratory for all required fire alarm systems indicating that the system has been installed in accordance with the approved plans and specifications and meets National Fire Protection Association Standards. Certification shall be required for all new systems to be installed after July 1, 2003. All existing systems must obtain certification in a timely manner, as approved by the Fire Code Official. A copy of the certification shall be provided to the Fire Code Official at no cost.

#### **15.20.200 Open burning - construction sites.**

**Section 1404.3 of the California Fire Code is hereby amended to add the following:**

No fire shall be permitted to burn on any construction site for any purpose. This section is not intended to prohibit the use of devices or tools producing a flame when used in an approved manner and necessary for the construction of the building.

#### **15.20.210 Inside tire storage**

**Chapter 25 (Tire Rebuilding and Tire Storage) of the California Fire Code is hereby amended to add the following:**

Inside tire storage shall be in accordance with the following requirements.

Tires stored on side walls shall not be higher than six feet. Tires stored in a lace pattern shall not be higher than 5 feet. A minimum of 3 feet of clearance from tire storage racks shall be maintained in all directions to roof structure, sprinkler deflectors, unit heaters, supply and return air duct registers, lighting fixtures, electrical outlets or any other producing device. On-tread storage piles, regardless of storage needs, shall not exceed 25 feet in the direction of the wheel holes. On-floor, on-tread storage shall not exceed 5 feet in height. The width of the main aisles between piles shall not be less than 8 feet. Any aisle other than the main aisles shall not be less than 4 feet in width.

Definitions:

On-side storage: Tires stored horizontally or flat.

On-tread storage: Tires stored vertically or on their treads.

Laced storage: Tires stored where the sides of the tires overlap, creating a woven or laced appearance.

**15.20.220      Seizure of fireworks**

**Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:**

The Fire Code Official is authorized to seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of local, state, or federal regulations.

**15.20.230      Limits explosive and blasting agents.**

**Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:**

The storage of explosives and blasting agents is prohibited within the City limits, except in areas zoned **M-2** as such zone is defined in the zoning regulations of the City.

**15.20.240      Manufacturing of fireworks**

**Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:**

The manufacture of fireworks within the limits of the City of Lodi is prohibited.

**15.20.250      Locations where aboveground tanks are prohibited – Class I & II liquids**

**Section 3404.2.9.5.1 of the California Fire Code is hereby amended to read as follows:**

Storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited within the limits of the City of Lodi, except areas zoned **IP, M-1 and M-2** as such zones are defined in the zoning regulations of the City of Lodi.

**15.20.260      Contract inspector**

**Appendix Chapter 1 – Section 104.7 of the California Fire Code is hereby amended to add the following:**

The Fire Code Official may require the owner or the person in possession or control of the building or premise to provide, without charge to the fire department, a special inspector ("Contract Inspector"), when the department requires technical expertise for assistance to conduct the required inspections.

The Contract Inspector shall be a qualified person who shall demonstrate his/her competence to the satisfaction of the Fire Code Official, for inspection of a particular type of construction, operation, fire extinguishing or detection system or process.

Duties and responsibilities of the Contract Inspector shall include but not be limited to the following:

1. The Contract Inspector shall observe the work assigned for conformance with the approved design drawing and specifications.
2. The Contract Inspector shall furnish inspection reports to the Fire Code Official, Building Official and other designated persons as required by the Fire Code Official. All discrepancies shall be brought to the immediate attention of the contractor for correction, then if uncorrected, to the proper design authority, Fire Code Official, and to the building official.
3. The Contract Inspector shall submit a final signed report stating whether the work requiring inspection was, to the best of his/her knowledge, in conformance with the approved plans and specifications and the applicable workmanship provision of this code.

#### **15.20.270 Fire investigators**

**Appendix Chapter 1 – Section 104.10 of the California Fire Code is hereby amended to add the following:**

All sworn members assigned to the Fire Prevention Bureau or Fire Investigation Unit are hereby assigned as Fire Investigators and as such shall enforce the provisions of the California Penal Code as it pertains to fire and arson investigations.

#### **15.20.280 Permit fees**

**Appendix Chapter 1 – Section 105.1.1 of the California Fire Code is hereby amended to add the following:**

The fee for each permit shall be as set forth from time to time by resolution of the Lodi City Council. The City may establish fees sufficient to recover its costs in administering this Code. No permit shall be issued until such fees have been paid, and administrative citations may be issued to persons violating this Code by the persons allowed to issue citations as stated in Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions.

#### **15.20.290 Inspection authorized**

**Appendix Chapter 1 – Section 105.2.2 of the California Fire Code is hereby amended to read as follows:**

Before a new operational permit is approved, the Fire Code Official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this Code or any operational constraints required. Instances where laws or regulations are enforced by departments other than the fire department, joint approval shall be obtained from all departments concerned.

No final inspection under this Code, as to all or any portion of the development, shall be deemed completed and no certificate of occupancy shall be issued unless and until the requirements imposed by this Code have been completed and the final approval thereof, by the Fire Department, has been given as provided herein and all plan reviews and inspection fees paid.

### **15.20.300 Revocation**

**Appendix Chapter 1 – Section 105.5 of the California Fire Code is hereby amended to add the following:**

The Fire Code Official further shall have the power to revoke, suspend, or deny the granting of any permit required pursuant to the provision of this Code for any of the following reasons:

- (a) When deemed necessary for the protection of life, limb, or property; or
- (b) For changing the occupancy, equipment, materials, processes, or other conditions in such a manner as to create a greater danger of fire or explosion or less protection than was present at the time of the issuance of such permits.

### **15.20.310 Permits required**

**Appendix Chapter 1 – Section 105.6 of the California Fire Code is hereby amended to add the following:**

**Christmas Tree Lots.** A permit issued by the Fire Code Official is required to operate a Christmas Tree Lot with or without flame proofing services.

**Haunted Houses.** A permit issued by the Fire Code Official is required to operate a temporary or permanent haunted house.

**Special Events.** A permit issued by the Fire Code Official is required to conduct a special event that is not otherwise listed in this Code and in the opinion of the Fire Code Official or his or her designee poses a fire or life safety concern to the public.

### **15.20.320 Administrative costs - Inspections.**

**Appendix Chapter 1 – Section 106.2 of the California Fire Code is hereby amended to add the following:**

When a test or inspection is scheduled and the contractor fails to perform to the satisfaction of the authority having jurisdiction, the authority having jurisdiction may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

### **15.20.330 Administrative enforcement provisions**

**Appendix Chapter 1 – Section 109.2 and 109.3 of the California Fire Code is hereby amended to read as follows:**

Notices of violation, citation or penalties shall comply with Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions with the following terminology changes or deletions wherever stated in Chapter 1.10.

- (a) Whenever the word “Community Improvement Officer” is used, it shall mean the Fire Code Official.

- (b) Whenever the word "Department of Public Safety" is used, it shall mean the Lodi Fire Department.
- (c) Whenever the word "Community Development Director" or "Director" is used, it shall mean the Fire Chief or his designee.
- (d) Whenever the word "Uniform Codes" is used, it shall mean the International Codes.
- (e) Section 1.11.260E is not applicable to the provisions of this chapter, (Community Awareness and Responsibility Education Classes) as it pertains to residential dwellings.

**15.20.340      Abatement of hazard by fire code official**

**Appendix Chapter 1 – Section 109 of the California Fire Code is hereby amended to add the following:**

If any person fails to comply with the orders of the Fire Code Official, or if the Fire Code Official is unable to locate the owner, operator, occupant or other person responsible within a reasonable time, the Fire Code Official or his or her authorized representative may take such steps as are necessary to abate the hazard for the protection of the public health and safety. No event notice is necessary before abatement, when the hazard is a clear and present danger to the public welfare. All costs related to such abatement shall become a lien or special assessment on the subject property.

**15.20.350      Structural fires.**

**Appendix Chapter 1 – Section 110 of the California Fire Code is hereby amended to add the following:**

The Chief Officer at the scene shall attempt to notify all occupants or owners of structures, which have suffered damage by fire, that such structures or buildings must be inspected before any repairs thereof are made. A permit covering the structural, electrical and plumbing repairs shall be obtained from the City of Lodi Community Development Department. The Chief Officer shall report all such structural fires to the Chief Building Official or his/her designee within twenty-four hours after the occurrence of such fire.

**15.20.360      Failure to comply**

**Appendix Chapter 1 – Section 111.4 of the California Fire Code is hereby amended to read as follows:**

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than that stated in Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions.

**15.20.370      Appendix C - Section C105.1  
amended – Distribution of fire hydrants**

**Appendix C – Section C105.1 of the California Fire Code is hereby amended to read as follows:**

Private fire hydrants and public off site fire hydrants shall be spaced with the maximum distances as specified by Table 2.

Table 2	Maximum Spacing
Zoning Type	
Commercial, high density, industrial or high-value	300 feet
Low Density Residential	500 feet
Residential Reverse Frontage	1000 feet

Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. Streets have median center dividers that make access to hydrants difficult, cause time delays, or create undue hazard or both.
2. On major arterials when there is more than four lanes of traffic.
3. Width of street in excess of 88 feet.
4. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvements Plans for the City of Lodi.

**15.20.380 Changes or modifications**

In accordance with Health and Safety Code Section 17958.5, the adoption of amendments more restrictive than the requirements contained in the provisions published in the California Building Standard Code, are needed because of local conditions, as specified below:

**(A) Climatic**

**(1) Conditions**

Precipitation averages 18 inches per year, and can reach as high as 35 inches per year. Virtually all of the rain occurs during the months of October through April. The remaining months receive little or no rain. Temperatures during the summer months can reach as high as 110 and City of Lodi averages 19 days over 100 each year. Relative humidity during these summer months is very low. Lodi averages 34 days of dense fog per year, and has had as many as 64 foggy days.

**(2) Impacts**

The generally dry, hot summer months create extreme fire conditions. Adding to this situation is the dryness and combustibility of many structures during the summer, especially true of structures with wood siding and roofs constructed of wood shakes and shingles. The cyclical uncertainty that allow weather



events can cause rapid melting of the snow pack which causes flood potential in areas surrounding the Mokelumne River. The foggy conditions can inhibit the dispatch and timeliness of emergency equipment reaching the site of a fire. During foggy periods it is common place for visibility to be near zero, which results in emergency equipment having to decrease their speed to less than 25 miles per hour.

(B) Geographic

(1) Conditions

The City of Lodi is subject to ground tremors from seismic events as the County is in seismic Zone 3. The Mokelumne River, which borders the northern city limits, is subjected to flood potential and its levies are subject to failure from seismic activity or high water.

(2) Impacts

The geologic conditions in San Joaquin County in general, and the City of Lodi, in particular, have the potential of restricting access to structures, especially in remote or isolated areas. A moderate earthquake or extended periods of rain can impact local access roads.

(C) Topographic

(1) Conditions

The City of Lodi consists mainly of the San Joaquin Valley floor. The valley floor is typically flat land area bisected by intermittent and year round stream and river systems. Much of the valley floor is irrigated agriculture. Low land areas protected by a complex and extensive levee system characterize the Delta area. Union Pacific Railroad Tracks bisect the eastern and western portions of Lodi as well as Highway 99 creating traffic congestion and emergency response delays.

(2) Impacts

The valley floor is frequently subject to both general and localized flooding. Because the area is so flat and low, it is not unusual for local drainage systems to be inadequate during heavy rain periods. This condition can isolate areas where roads are flooded and thereby block access. With the OSHA "two-in two-out" rule requiring two fire fighters ready to make attack only when two others are present, the potential delay in east-west response increases the risk to firefighter and the public.

While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

**Section 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as such conflict may exist.

**Section 4.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Lodi hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 5.** That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 6.** That the City Clerk is hereby ordered and directed to cause this ordinance to be published. This ordinance shall be published one time in "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi.

**Section 7.** That this ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect January 1, 2008, a date which is at least 30 days after passage of this ordinance.

Approved this 21<sup>st</sup> day of November, 2007

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Bob Johnson  
Mayor

Attest:

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Randi Johl  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1808 was introduced at a regular meeting of the City Council of the City of Lodi held November 7, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 21, 2007, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1808 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

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Randi Johl  
City Clerk

Approved as to form

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Janice D. Magdich  
Deputy City Attorney